

1900-057 Chancery Causes: H. C. Wood vs William Collier  
Lee Co.

Gibson, Stickley, Roop

CA-Debt  
T-Property

- Deed



To the Hon. W.T. Miller, Judge of the Circuit Court for Lee County:-

Humbly complaining, your orator, H.G. Wood, would respectfully represent and show unto your honor that on the 27th day of January, 1894, your orator and his wife Esther A. Wood conveyed a certain *lying in Lee County and fully described in exhibit hereinafter filed in this Court* boundary of land to William Collier for the sum of \$2250.00, which they had previously contracted to the said <sup>Collier</sup> ~~Wood~~ for the said sum of \$2250.00, bearing interest from the ~~from~~ the 17th day of Feb'y. 1891 payable as follows, \$600.00 Jan'y. 1, 1892, \$600.00 Jan'y. 1, 1893, \$550.00 Jan'y 1, 1894, and \$500.00 was paid in cash on the said 17th day of Feb'y, 1891. After the said contract was made and before the said deed was executed, the said William Collier and your complainant, the said H.G. Wood accounted together on the 30th day of <sup>Dec.</sup> Jan'y. 18-93; and after giving the said Collier credit for the amount which the said Collier had paid, there was found due and owing on the said purchase money the sum of \$1185.00 and to avoid further calculation and the holding of several notes on the 30th day of December, 1893, the said <sup>Wm Collier</sup> ~~H.G. Wood~~ executed another and new note for the balance of \$1185.00 payable one day after date in lieu of and instead of the notes executed for the payments first described. Upon the ~~payment~~ note executed as last aforesaid the said Collier paid your orator the sums following, Jan'y. 30, 1894, \$20.00, Dec. 10, 1894, \$205.00 Dec. 18, 1895, \$100.00, Dec. 21, 1896, \$60.00. The remainder of the said note of \$1185.00 is yet due and unpaid.

Your orator will further represent and show unto your honor that at the time the said conveyance was made your said orator and his wife, the said Esther A. Wood, retained a Vendor's lien for the unpaid purchase money untill the same was fully and completely paid. See copy of the said deed here filed marked "Deed" and prayed to be taken as part of this bill.



Your orator is advised that he is remediless save in a court of equity, that he has a right to resort to a court of equity to have the said lien so retained as aforesaid enforced and enough of the ~~xxxxxxxxxxxxxxxxxxxx~~ said land sold as shall be necessary to pay the balance yet due; *and that the lien of your orator is the only one upon said land*

The prayer therefore of your orator is that the said William Collier be made party defendant to this bill of complaint, that he be required to answer the same, but not under oath that being waived, that upon a hearing the court render a decree directing a sale of so much of the said real estate as shall be necessary to pay the said balance due as aforesaid ~~and~~, together with the costs of this suit and commissions to the officer making the sale. And all other further and general relief as the nature of the <sup>Cause</sup> complainant's demand is prayed for. May process issue &c., and your orator will ever pary &c. &c.

Pennington Bros P.O.





\$1185.00 one day after date I promise and bind myself  
to pay Th. L. Wood Eleven hundred & eighty five  
DOLLARS and 00 Cents for value received, and I hereby  
waive the benefit of my Homestead Exemption as to this debt. Witness my  
hand and seal this 30 day of December 1893.

William Collier, SEAL.

, SEAL.



1894 Dec 10" for the  
within note by  
cash \$205.00

1895 Dec 18" Cr. cash \$100.00

1896 12 1 4 " 60.00

Correct the  
within note  
decide Jan. 30, 1894



A. G. Wood. Comp.

vs In Chancery

William Collier. Def.

Pennington Bros. & Co.

1899 2<sup>nd</sup> Feb. rules bill  
filed Spa not executed  
alias Spa & Continued  
" 1<sup>st</sup> March rules Cont'd  
" 2<sup>nd</sup> March rules alias  
Spa Executed and D. Jr.  
" 1<sup>st</sup> April rules D. Jr.  
Confirmed and cause  
Set for hearing

Plffs Costs Recovered

Clerk 8.44

Tax 1.50

Shff 50

atty 15.00

Court 45.00

Wits 1.50

N.P. 5.43

G Clerk 50

Estimated 8.00

85.87



To the Hon. H. A. W. Steen Judge  
of the Circuit Court of Lee  
County Virginia:

The Demurrer  
and Answer of William  
Collier, to a Bill filed in this  
Hon. Court against him by  
H. G. Wood & wife:

Respondent  
says the plffs Bill is not good  
and sufficient in law and  
of this he prays judgement  
of the Court.

But should further  
answer be required of him  
answering he says it is  
true he purchased from the  
plffs the tract of land mentioned  
in their bill, and there properly  
described, by the exhibit of their  
deed; And the price, and times  
of payments, are correctly  
set out as he now remembers.

It is also true, that on or  
about the 30<sup>th</sup>, day of ~~July~~<sup>Jan.</sup> 1893, <sup>1894</sup>  
there was a settlement made  
and by the calculation then  
made, respondent was shown  
to be still in arrears the sum  
of \$1185.<sup>00</sup> and a note was then  
executed for that sum made  
payable one day after the date thereof.



On this last named ben I has  
has made the payments named  
in the plffs Bill, and he is entitled to  
Credit for Cull lumber as by agreement  
at the price of 60¢ per hundred \$57.00 there  
being 8500 feet of said timber.

But this respondent, charges that  
in that said settlement of <sup>Jan 1893</sup> ~~July~~ <sup>Dec 4</sup>  
30<sup>th</sup> 1893, there was a gross mis-  
take & calculation to his pre-  
judice; for if the calculation had  
been properly made, there was  
only due from him on that  
day a balance of about the  
sum of \$270<sup>00</sup> and some interest  
As stated in the bill he was to  
pay for said tract of land the  
sum of \$2250<sup>00</sup>; and up to the  
day of settlement he had paid  
the following payments viz:  
Cash in hand \$500.00. In Nov. 1892 he paid  
the \$600 and its interest in full. In Jan.  
1894, he paid the sum of \$880.00. So that  
it will be seen that at the date the  
new note was executed he only  
owed on said purchase money the  
sum of \$270<sup>00</sup> but there may have  
been some small amount of  
interest on a close calculation  
to be added to this. It thus appears



that there was a great mistake made  
against him. He does not admit  
that the note in question is correctly  
dated. Upon the contrary he alleges  
it to have been executed the 30<sup>th</sup> day  
of Jan. 1894 instead of 1893, and that  
the plffs bill substantially shows  
because it says they accounted  
together, but the settlement was made  
in Dec. 1893, and the note executed  
a few days after which was nec-  
essarily in 1894. Besides, this re-  
spondent entered on the old note,  
then lifted the amount & date he paid  
on said settlement viz \$880. Paid  
January 1894, and on that day he  
lifted the two old notes, one for \$550<sup>00</sup>  
and the other for \$425<sup>00</sup>. But he does  
not claim that they were fully  
paid but there was paid the \$880.00  
Mrs Wood made the calculation &  
drew the new note for \$1180, as this  
respondent nor the said H. G. Wood  
were good calculators, and no  
doubt Mrs Wood, endeavored to  
calculate & settle the matter cor-  
rectly, no charge of fraud or wrong  
doing is here made. Nor were the  
parties and especially this respond-  
ent then satisfied as to the cor-  
rectness of the calculation. And Mrs  
Wood and her husband both said



if there was any mistake it  
should be corrected. Respondent  
now calls upon them to do so.

But he is advised that their  
consent is immaterial, but that  
account of equity will correct  
such mistakes. Of all the  
payments here set out proof  
can and will be made.

Respondent is advised that  
the proper course is to have a  
Commissioner of this Court  
to ascertain & report the payment  
when made & their amount and  
report the balance.

When respondent purchased  
said land, there was situated on  
~~one~~ of the tracks a school house  
worth at least \$100<sup>00</sup>. The stove &  
benches have been taken by the  
Trustee, and they claim to have a  
deed for the house, respondent  
claiming a damage for the loss of  
this house and asks judgment  
over against the plaintiff for what  
ever he may have ever paid  
and for this leased school house.

And now having answered  
he prays to be dismissed with  
his costs.

And more & Sewell.



Wm. Collier

Ads { Answer

650 00

85 00

H. G. Woodville

Filed in open Court  
and by leave thereof  
November the 13<sup>th</sup> 1899  
A. B. Munsey Clerk



H. G. Woods,

Lease plaintiff-

vs. <sup>3</sup> In Chancery

W<sup>m</sup> Collier

Defendant.

This cause came on this day to be heard upon the papers formerly read therein & the report of Special Commissioner P. N. Penneyfiled herein on the 23<sup>rd</sup> day of Oct-1900, which is not excepted to, showing a sale of the land directed to be made by him in this cause to H. G. Woods at the price of \$1304.52, the amount of said Woods debt & the costs & commissions, & was argued by counsel: Upon consideration of all which, it is adjudged, ordered, & decreed that said sale be & the same is hereby confirmed, and the said H. G. Woods is hereby authorized to take possession of said land, & is hereby awarded a writ of possession for same to be issued by the Clerk of this Court upon the order of said Woods, his agent or attorney. And it is further appearing to the Court that said Woods is entitled to see the purchase money except the costs & commissions, as shown by said report of said Commissioner and the said Woods having paid said



Certs & Communiors, it appears to  
the Court that said Wood is entitled  
to a deed for said property, & it  
is, therefore, adjudged ordered and  
decided that R. A. Penney who  
is hereby appointed a special  
Comr for the purpose do make  
execute & deliver to said H. G.  
Wood a good & sufficient deed  
with Communiors of Special Warranty  
affirming that U. S. Internal Revenue  
Stamps for the amount required by  
the Stamp law, & report said  
deed to Court. And it appearing  
to the Court that said R. A. Penney  
has made & executed said deed,  
as heretofore directed & returned  
the same to Court as appears  
by his report filed Nov 7, 1900,  
& the same being unexcepted  
to said report & said deed are  
hereby accepted. And it ap-  
pearing to the Court that this  
cause is now ready to be  
stricken from the docket & there-  
being sufficient Certs in said Cause  
to pay for the execution of  
said deed & said Stamps, the



Almington is hereby authorized to pay  
himself the usual fee of \$5.00 for  
his services out of said funds ~~\$15.00~~ for  
said Stamp; & he will pay out  
the costs in his hands to the parties  
entitled & this order is stricken  
from the docket.



H. G. Wood

vs Decree final  
H<sup>m</sup> Collins

Entered in O.D. 6 P.P. 429  
30

Enter this year  
7,1900.

H. A. W. Stuen



N. G. Wood,

Complainant

vs.

In Chancery

Wm Collier, ~~Def~~

Defendant.

This cause came on this day to be heard upon the papers formerly read there & the report of Special Commr. M. G. Eley filed here on the 16<sup>th</sup> day of April 1900, with exhibits filed therewith & depositions & exceptions to said Commr's report; Upon consideration of which and the argument of counsel, It is adjudged ordered & decreed that said exceptions be & the same are hereby overruled except that exception that the defendant should have credit for the value of the school house claimed by the school trustees, which exception is sustained & the said defendant allowed a credit on the note here sued upon as of June 11<sup>th</sup> 1895 for the sum of \$50<sup>00</sup> / 100, & the said report otherwise sustained. And it is adjudged ordered & decreed that the said plaintiff recover of the said defendant the sum of \$1185.00 with interest thereon from the 30<sup>th</sup> day of December, 1893, subject to the Credit of \$205<sup>00</sup> on Dec. 10, 1894, Credit of \$100<sup>00</sup> as of Dec. 18, 1895. Credit of \$60<sup>00</sup> as of Dec. 21, 1896, & the Credit for school house as of June 11, 1895, for \$50<sup>00</sup> / 100, & unless said



sum of money be paid within 30 days  
from this date, ~~then~~ & the costs of this  
suit - to the said plaintiff, then R. L.  
Pennyman who is hereby appointed a  
Special Commissioner for the purpose  
will after having executed bond before  
the clerk of this court in the penalty of  
\$2000<sup>00</sup> conditioned as the law  
requires in such cases, & after  
having given 30 days notice of the  
time terms & place of sale by written  
or printed notices posted at the front  
door of the court house of the Co. &  
in the neighborhood where the land  
is situated & at such other places  
as he may deem proper, will  
proceed to make sale of the land  
in the like & proceedings mentioned  
or enough thereof to pay said judgment  
& costs & the commissions of sale.  
on a credit of 1 2 & 3 years time  
except a sum sufficient to pay the  
costs of the said suit & the commissions  
of sale which will be required to  
be paid in hand, & for the said  
deferred payments the said court  
will take bonds payable to himself  
which he shall require to be returned



by good personal security, & to draw  
interest from the date of said purchase  
or sale. Said sale shall be made  
at the front door of the court house  
on some court day, & the said  
Comr. will report his action to the  
next term of the court, & this court  
is continued.



H. G. Wood

v.s.  $\frac{3}{4}$  ~~There~~ for Sam  
W<sup>m</sup> Collins.

En - C.O.B. 6 p. 404.

Enter this

June 11, 1900.

H. G. W. Wood



H. G. Wood Campbelt }  
 vs } In Chancery  
 The Celler Deft }

This cause came on this day to be heard upon the bill of the Campbelt and exhibits filed therewith, the answer of the defendant filed by leave of the court, and general replication thereto, and argument of of Counsel: On consideration of all which the court doth adjudge, order and decree that

M. G. Eddy who is hereby appointed a special commissioner for the purpose will after giving the parties <sup>or their attys</sup> notice in writing of the time & place for his signing & taking an account of the payments and date of each made by Deft. on the purchase price of the land in the bill & proceedings mentioned; and he will report his action to court with the evidence on which he bases his conclusions & findings. Each of said parties shall have the

And whether or not, the school mentioned in the answer, was the property of the party at the time of said sale or belonged to other persons, fair cash value to its deprecient at date of the sale.



right on law full notice  
 to take depositions before  
 any proper functionary  
 and out of the presence  
 of said Commissioner and  
 to be read before & by  
 him - And this cause  
 is continued.

in order



H. G. Hood <sup>165</sup><sub>229</sub>

W. J. Doree

Wm. C. Ceein

Entered on  
Chas. O. B. M. 6  
P. 335

Enter this  
Nov 17 1899  
H. A. W. S. K.



The deposition of Alice Collier taken pursuant to notice herto attached at the law office of R.L.Pennington in the town of Jonesville, Va., on the 28th day of March, 1900, to be read as evidence on the part of the defendant in a certain suit in chancery depending in the circuit court for Lee county, and now before me, M.G.Ely special commissioner for the purposes of account, wherein H.G.Wood is plaintiff and William Collier is defendant.

Present: R.L.Pennington for the plaintiff,

L.T.Hyatt atty for the defendant.

and defendant himself.

Alice Collier a witness of lawful age being first duly sworn deposes and says:-

Ques.1. State your age and relation to the defendant William Collier?

Ans. Age 21, daughter of William Collier.

Ques, 2.--When your father first moved to the land purchased from H.G.Wood, in what house did you live?

Ans.--We lived in the school house.

Ques. 3. At any time afterwards did you hear Mr.Wood make any ~~sta~~ statement in regard to said school-house, that<sup>is</sup> to whom it belonged, or would belong in certain events? If so, state what he said?

~~XXXXXXXX~~ Objection.-- The foregoing question or any answer thereto is objected to because ~~it~~ <sup>is</sup> inadmissible as evidence at all, it would only be admissible as evidence in chief. But it is objected to further because any statement made by Mr.Wood after the date of the sale could not be any inducement toward the acceptance of the land.

R.L.Pennington, for plff.

Ans.--He said if the school house was not occupied as a public house, that in five years it would fall back to the man that owned the land.

Ques.--Were you present at your father's house when Mr.Wood came there to get some money from your father on the indebtedness of your father to him? If so, state when it was and tell all that occurred?



Objection.--The foregoing question and any answer thereto are objected to because the same matter was gone into by the defendant with his witnesses examined in chief, to which we have taken Mr. Wood's deposition to rebut.

R.L.PENNINGTON, for plff.

Ans.--On November the 18th I saw him make the mark on the note and hand it to pa.

Ques.--In what year was this?

Ans.--I don't remember now.

Ques.--Did you hear anything said between them at the time as to the amount of the note? if so, what was the amount?

Ans.--\$800.00.

Ques.--Do you remember the time when your father and brothers came to Jonesville to give depositions in this case?

Ans.--Yes.

Ques.--Were you able to come at that time, and if not, why not?

Ans.--I was not, I was sick and unable to come.

Objection, All the foregoing questions asked since the last objection are objected to because immaterial. And relying on the foregoing several objections to the witnesses testimony, no cross questions will be asked.

Robert L. Pennington.

And furthur this witness saith not.

Alice <sup>Law</sup> Collier  
mark



And further this witness said not.

Robert L. Pennington.

No cross questions will be asked.

The foregoing several objections to the witnesses testimony.

Is objection are objected to become irrelevant. And relying on

objection. All the foregoing questions asked since the

Ans.---I was not, I was sick and unable to come.

Ques.---Were you able to come at that time, and if not, why not?

Ans.---Yes.

Ques.---Will you give depositions in this case?

Ans.---I do not remember the time when I was present and proposed

the taking of the notes? If so, what was the substance?

Ans.---I do not remember now. I do not remember now.

Ques.---What year was this?

Ans.---1881.

Ques.---I am now taking the name of the notes?

Ans.---I am now taking the name of the notes.

Mr. Wood's deposition is rebut.

and with his witnesses examined in chief, to which he have taken

objection to produce the same matter was taken into by the defense.

objection.---The foregoing question and are answered in text and



The Depositions of Z.S.Gibson and others taken before me this the 5th'day of Feb.1900,to be read as evidence before M.G.Ely Commis. in the Chancery cause of H.G.Wood Vs.Wm.Collier,pending in the Circuit Court of Lee County,to be read in behalf of the Plaintiff:  
By agreement:

Z.S.Gibson a lawful witness,being duly sworn deposes and says:

Ques.1. State your name,age residence and occupation?

Ans. Z.S.Gibson, age 54, reside at Acadia, Lee Co, and am a farmer.

Ques. State what relation if any you are to H.G.Wood?

Ans. Mr. Wood married my sister, Esther.

Ques. State whether or not you are acquainted with a certain school house that stands on the 4 acre tract of land which Mr.Wood sold Mr. William Collier?

Ans. I am acquainted with the house,I helped to build the house about 14 years ago, and I now live one half mile from the house the near way.

Ques. What ~~am~~ kind of a building is the house,describe it as near as you can?

Ans. It is a house about 30 feet one way and about 24 the other, built of hewn logs, ceiled over head, and floored, and has six windows in the house as I remember.

Ques. State as near as you can a fair cash value of the house.

Ans. I think that the house situated where it is with reference to the whole farm,that to take the house from the land it would not damage the place more than \$50.00.

Ques. State whether or not the benches and stove that ~~were~~ in the house were fasted or attached in any way to the house?

And they were just lose in the house and movable.

X Examination,

Ques. State what would be the value of the lumber and other material in the house ~~would it~~

Ques. I think that my answer \$50. dollars answers this question.

Ques. Do you mean to say that the lumber in the house is worth \$50?

Ans.No, I mean to say that the moving of the house off of the place would not damage the place more than \$50.00.

Ques. Please tell me what



Ques. Please state what would be a fair cash value of the lumber and other material in the house?

Ans. I could not state what would be a fair cash value after tearing it off.

Ques. State what would be a fair cash value of the material as it stands in the house.

Ans. I do not think I can answer that question satisfactory to myself without making an examination of the house with that end in view.

Ques. Estimate the amount of lumber in the house?

Ans. I can not say.

Ques. Please estimate the amount of labor that it took to build the house?

Obj. This question is objected to because the question is not what the house cost, but what it is worth, or what it will damage the property to take it off.

Ans. There was \$100 put in to the house for work, <sup>carpenter,</sup> sawing, lumber <sup>nails etc</sup> and making boards, <sup>paid out of the county funds</sup> and other work done by myself and others.

I did about \$30.00 worth of work not counted in the \$100, and Mr Wood I suppose did as much or more than I did. And others did work I <sup>within</sup> do not know how much. <sup>claim 50 cts,</sup>

And further this witness saith not.

B. S. Gilson

Wright Stickley, another witness of lawful age being sumosed and having appeared, and not being examined claimed his attendance 1 day 50 cents.



F.R.Stickley another witness being duly sworn deposes and says:

Ques. Please state whether or not you are acquainted with the School house in controversy in this suit?

Ans. I am.

Ques, Are you or not one of the School Trustees in the White Shoals School District at this time?

Ans, I am.

Ques; Did you or not in your official capacity offer that School house for sale at public auction, if so what was the highest bid you received?

Objected to because immaterial,

Ans, I did, and the highest bid I received was \$12.00.

Ques, Are you acquainted with the farm sold by H.G.Wood to Wm.

Collier here in controversy?

Ans, I am not .

Ques , Considering the situation, what do you consider the School <sup>house</sup> worth to the person that owns the land?

Objected to because the witness has just stated that he is not acquainted with the premises. therefore no legal opinion can be obtained.

Ans, Not being acquainted with the land I could not well answer

Cross--Examination,

Ques, As a Trustee , did you ever inform Mr. Collier, that you lay claim to this house?

Objected to because impertinent. *on the examination.*

Ans, I did.

RE Examination in Chief.

Ques. If you have examined the house, in question, please state what in your opinion the same is worth.

Objection. Objected to be cause immaterial. D.C.S.

Ans. I would not consider the house worth more than \$25.00 or \$30.00



Question by Commissioner:

Why did you not accept the bid of \$12.00

Ans. I considered the bid too small.

Examination of Witness, by D.C.Sewell,

Ques. How many persons were present at the sale.

and, I do not remember any one being present but John Miles, it strikes me there was one other, and I don't think there was more.

I understood that the bid made by John Miles was for Mr. Z. S. Gibson.

~~Ques.~~ And further this witness saith not.

F. R. Stickley

And this witness, F. R. Stickley, claims 1 day attendance, 50 c.

Perry Roop another witness of lawful age being first duly sworn deposes and says:

Ques. State whether you are acquainted with the lands which were sold by H. G. Wood to William Collier, and the school house that stands on the 4 acre tract?

Ans. I am acquainted with the lands and the school house.

Ques. State what you consider to be a fair cash value of the said house?

Ans. To buy the ~~pi~~ house and move it off the place I would not give any more than that that was bid by Mr. Gibson, of \$12.00.

Obj. The foregoing question and answer are objected to because immaterial. D. C. S.

Ques.

What would the removal of the said house off the land, if it were removed, damage the said land referred to.

Ans. My best judgement is that it would improve the land.

And further this witness saith not. But the right to put said witness on the stand is reserved by the plaintiff.

Perry Roop



Depositions resumed at the law office of R.L.Pennington, by agreement. Feb. 8, 1900.

Present, R.L.Pennington and T.H.Gibson for H.G.Wood, and  
D.C.Sewell for William Collier.

J.R.Gibson another witness of lawful age being duly sworn deposes and says:

Ques. 1, Please state your age residence and occupation, and relationship to the plaintiff, H.G.Wood?

Ans. Age 57, residence Jonesville, occupation, merchant. I am a brother-in-law to Mr. Wood, he having married my sister Esther.

Ques. I hand you a note for the sum of ~~\$225~~ \$1185.00 payable to H.G.Wood and signed by William Collier, please state whether you ever had said note in your possession, if so how long and when did you part with the possession thereof?

Ans. I had this note handed me in my possession. My recollection is that when Mr. Wood left this county and went west before going he left this note with me, which as I remember was in the year 1894. I had the note in my possession ~~xxxxxx~~ from that time untill I delivered it to R.L.Pennington, for the purpose of bringing this suit, which I understand was only a day or so before the suit was brought.

Ques. To whom was the last three credits that are endorsed upon the note paid?

Ans. They were paid to me, and I suppose they are correctly dated.

Ques. By whom were they paid?

Ans. My impression is that the money was brought to me by one of Mr Collier's sons, I do not know which one, that is I do not know his given name.

Ques. Did you ever have any talk with Mr Collier in regard to this note?

Ans. I don't remember whether I ever talked with him or not.

Ques. Did he or his sons ever claim to you at any time that there was any mistake in the note in regard to the amount?

Obj. the foregoing question is objected to because any thing his sons may have said can not bind Mr. Collier



Ans. They never did.

Ques. State whether or not Mr. Collier or his sons acting for him ever made any claim to you that there was any reason why they should not pay the note, and if so what was the claim which was set up?

Ans. Objected to because as stated in the above objection.

Ans. The only plea that they ever put in to me was that there was some widow who had an interest in the land, and that they did not want to pay any more on the note till the title was made good, I was pressing for the payment of the note. I think it was his son talking to me, and he told me in effect that his father had been taking advise, as I remember from Orr and Blankenship, and that they did not want to pay any more untill that was fixed up. This conversation took place some time after the date of the last credit on the note, but just when it was I can not now say.

Ques. As Mr. Woods agent for the collection of this note since he left the same with you untill you placed it in the hands of Attorneys for collection, did you ever hear in any way that Mr. Collier was claiming there was any mistake in the amount of the said note, and is it not a fact that the first you ever heard that Mr. Collier claimed the amount of the note to be a mistake, was when you heard of the answer which he had filed in this cause?

Ans. I neaver heard in any way that he claimed any error, and the first I ever heard of it was when he filed his answer in this cause. After reflection I desire to state, that my recollection now is that the payment of \$205.00 was made by Mr. Collier to me. And furthur this witness saith not.

John R. Gibson



And further this witness saith not.

Is that the payment of \$300.00 was made by Mr. Collier to me.  
Oswald. After reflection I desire to state, that my recollection now  
first I ever heard of it was when he filled his answer in this  
Ans. I never heard in any way that he claimed any error, and the  
when you heard of the answer which he had filled in this case?  
Mr. Collier claimed the amount of the note to be a mistake, and  
note, and as it was a fact that the first you ever heard that  
Collier was claiming there was any mistake in the amount of the said  
Attorneys for collection, did you ever hear in any way that Mr.

H. H. Wood Dep.  
Depositions of  
L. S. Gibson, F. R. Stickle, J. B. Gibson  
Perry Roof

Wm. Collins Dep.  
Taken before me  
M. G. Ely Esq.

Witnesses claim  
L. S. Gibson, 1 day .50  
F. R. Stickle " " .50  
Night " " .50  
Total \$1.50

Ans. The only plea that they ever put in to me was that there was  
objection. objected to because as stated in the above objection.  
not pay the note, and if so what was the claim which was set up?  
ever made any claim to you that there was any reason why they should  
once. State whether or not Mr. Collier or his sons acting for him  
Ans. They never did.



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

The Depositions of William Collier and others taken before me M.G.Ely, Special Commissioner, as herein after set forth, to be reas as evidence on the behalf of the said William Collier in a certain suit in Chncery pending in the circuit court for Lee County, Virginia, wherein H.G.Wood is complainant, and William Collier, *is Defendant* and before me for the purposes of account, which depositions are taken by consent of counsel for the parties at the home of Gen. A.L.Pridemore, in the town of Jonesville Va., on this the 25th day of January, 1900.

Present, A.L.Pridemore, for William Collier,

R.L.Pennington for H.G.Wood.

William Collier, witness of <sup>10</sup>laful age being first duly sworn, deposes and says:-

Ques. Please state your age residence and occupation.

Ans. Age 55, residence Acadia, Lee Co., Va., occupation, farmer.

Ques. Are you the defendant in the above styled cause?

Ans. I am.

Ques. I notice that the bill of the plaintiff alleges that you bought certain tracts of land discibed in a certain deed filed with the bill at the price of \$2250.00, is that correct?

Ans. I did purchase the land from Woods at the price stated.

Ques. Please state wether or not on the date of the purchase you paid down the sum of \$500.00?

Ans. I did. And I executed notes for the residue.

Ques. I also notice that the bill states that you executed a note for \$600.00 payable by the first day of Jan. 1892, I now hand you a note for the same amount and date which has credited on the back thereof \$257.50, paid Jan. 11, 1892, and ~~\$7x2x~~ \$30.50, paid June 1st 1892, and and endorsement in pencil 'paid up ~~in full~~' Nov. 1892, is that the note you paid?



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

Obj. The endorsements on the back of the note are objected to as evidence unless shown to be made by Wood or some for him at his request. R.L.P.

Ans. That is the note I executed, and I did pay it up and lifted it.

Ques. I will ask you to state whether or not you lifted and had this note in your possession before the date of the note sued on, meaning the \$1185.00 note?

Ans. I did.

Ques. Please file this note with your deposition as part thereof.

Ans. According to request I here file the said note.

Ques. I further notice that the note sued on for \$1185 .00 bears date 30th day of Dec. 1893, state whether or not that note was not executed in lieu of the balances found due on that day of the other and older notes that you had executed for said land.

Ans. It was so executed and was intended to cover all the balance then found to be due.

Ques. I will ask you to state whether or not at the time you executed said new note Mr. WOOD did not owe you for some cedar timber, if so state how much.

Ans. He did. There was 49547 feet for which he was to pay \$10. per Thousand, making \$495.47, there was 8,500 feet of cull cedar, for which he was to pay 60 cents per hundred, making 51.00.

Ques. Was these amounts intended to go into and be credited to you in the settlement made when you executed the new note?

Ans. It was. due me and should be credited and taken into the settlement, and this credit was due me when the cedar was piled about the 26th day of Aug. 1893, and the interest on that amount was to stop at that time.

Ques. I see you have charged 7 days work done by your son



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

2

Burdine and the same number of days done by yourself at the price of 50 cents per day each, and also a charge of one half <sup>of</sup> days work done by Burdine and one half done by you, making in all \$8.00 is this correct.

Ans. It is.

Ques. Was this work intended to be credited to you ~~and~~ the day of settlement, the same as the cedar Timber?

Ans. It was, and the work was done in the year, 1893.

Ques. On that day did you make the said Wood any payment in money, if so, how much.

Ans. I paid him on that day \$325 <sup>in money and work done by</sup> enough to make out payments <sup>and work</sup> amounting to \$880.00, which by calculation appears to be cash <sup>paid</sup> on that day, \$325.53 .

Ques. I now hand you a note ~~xxx~~ executed by you to said Wood for \$550.00, payable by first of Jan, 1894, is that one of the notes that you lifted on the day that you executed the new notes?

Ans. It was.

Ques. I notice on the back of that note ~~and~~ endorsement in pencil "pade ~~xxxx~~ eight hundred and eighty dollars 880.00 Jan, 1894.

Please state whose hand write that is?

Obj. Objected to as evidence, unless it can be shown that said handwriting is Woods, or said writing was done for said wood at his request. R.L.P.

Ans. That endorsement is in my own hand write. I requested Mr. Wood to make the endorsement, but he said there was no use, I said I thought it was.

Ques. Please state whether or not that endorsement was made by you on the day of the settlement, and whether or not it was in the presence of Mr. Woods.

My Son Burdine hereafter explained



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

4

Ans. I endorsed it on the said note on the day of the settlement and in the presence of Mr. Woods.

Ques. If I understand you correctly the settlement was made and the old notes lifted at the same time that the new note was executed?

Ans. It was.

Ques. I now hand you along with the <sup>a \$425.</sup> \$550. note, being a note executed by you to the said Woods, payable Jan. 1st, 1893, did you at the same time lift that note with the other one? I will ask you to file these two notes along with your deposition marked "one" and "two".

Ans. They were lifted at the same time, and I here files them marked as requested.

Ques. I now hand you three receipts executed by John R. Gibson the first for \$205.00 paid Dec. 10, 1894, the second Dec. 2 18, 1895 for \$100.00 the third dated Dec. 21st, 1896, for \$60.00, was these paid on the said new note?

Ans. They ~~were~~ and are the same as are credited on the said new note.

Ques. I notice that there is another credit on the said new note of \$20.00 paid Jan. 30th, 1894, did you pay that to the said Woods?

Ans. I did,

Ques. Did you ever have a receipt therefor.

Ans. I have not. *nor never had*

Ques. I will ask you to file said three receipts marked "three" "four" and "five" as part of your deposition.

Ans. I here file said receipts marked as requested.

Ques. The payments before <sup>mentioned</sup> ~~made~~ *by* you were all intended to go on the purchase of the said lands. And if there is any balance



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

5

on said purchase money after giving these credits at the dates specified, to that extent the balance would be unpaid would it not.

Ans. ~~XXXXXX~~. They were intened to go on the land, and are all the ~~XXXXX~~ the credits that I claim to have made on <sup>said</sup> ad land, except there is one item was talked of and intended to be embraced in said settlement, not mentioned above. That is my son Burdine Collier worked for said Woods in the years of 1892 and 1893 quite awhile the exact numbe~~r~~ of days I do not know. I told Burdine to keep ~~an~~ account of the days and he can~~y~~ tell about that. I should think there was something like 250 or more days. The price was 50 cents per day. But this labor as I have before stated was embraced in said settlement and constitutes a part of the amount spoken of above as cash of \$325.53.

Ques. I notice in your answer that you state that the said Woods sold and embraced in his deed to you a certain school house situated on the land, and that you have since ~~been~~ deprived of the said School house.

Ans. There was on one of the tracts of land <sup>now</sup> known as the George Gibson piece a school house, when Mr. Wood sold me the land, he represented to me that the <sup>e</sup> school house and land on which it stood fe~~l~~ back to him when it ceased to be used as a public school house. After I came into possession of the said land I was thinking of moving the house and doing something with it, and talked with Mr. McClure, one of the trustees about it when he informed me that he and others had a deed for the said house which I have afterward ~~have~~ found to be correct, and the~~y~~ refused to allow me to do any thing with the house, and Mr. F. R. Stickley, one of the trustees, took the bench and stove out of



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

the house and carried them away. And the trustees still ~~hold~~ claim the house but not the land. Please state how much you think you were damaged my reason of the loss of the school house?

Ans. About \$100.00 . I wish to state in explanation of the amount of cedar timber mentined by me that I gave in the amount as I learned it from others as I now remember, I may be mistaken as to the exact number of feet, my son and others know better abot that than I do.

Cross Examination.

Ques. I did not understand what items made up the \$880.00 spoken of in your deposition above, and I will ask you state if that \$880.00 was made up of the price of the lumber, the work of the boys and youself, and the money that was paid ~~xx~~ by you. on the day of the settlement.

Ans. That is correct, that is what I meant.

Ques. Was the whole amount to which the lumber came to to be credited upon the land notes? Or had not Mr. Wood furnished you money and other things to pay for the cutting of the cedar timber and other expenses connected with the getting of the timber to the mill?

Ans. I got \$25.00 which he furnished me on the expenses, but there was 9 days work done by J.K. Collier and 2 days by M.C. Collier my sons, and 50 cents for labor of taking plank out of creek, which I have not mention hertofore in my deposition. The price to be paid per day was 50 cents.

Ques. On the day of the settlement how much cash was paid by you to Mr. Wood?

Ans. I think I paid him on that day in cash \$200.00.

Ques. I will ask you to state if you remember from whom you



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

7

got the \$200.00 in cash which you paid Mr. Wood on that day.

Ans. I got part of it from Chad Slomp, about \$30.00, and from J.E. Collier, about \$20.00, and another part from James D. Morgan for some cattle, about \$20., and I sold some hogs to Mrs. Frasier, \$35 or \$40. and I had a little money by me for some fat hogs I had sold.

Ques. Where were you on the day that you made the settlement and who was present when the settlement was made?

Ans. I was at the house of Mr. Woods, he and his wife and family were present.

Ques. On the day of the settlement at Mr. Woods, was the items of lumber, good and culls, the labor of yourself and sons, and the cash that you ~~had~~ paid him taken into consideration in making the calculations?

Ans.

They were all intended to be taken in except the cull lumber.

I think there was a mistake made in the calculations.

Ques. Upon the back of the note due Jan. 1st, 1892, filed with your depositions, I see endorsed a credit of \$30.50 written in black ink, all except the latter part of the date, and the 2 is made with blue ink over a figure <sup>3</sup> three that has been made in black ink, I will ask you to state who made the alteration, the endorsement, and when was it made.

Ans. I do not know any thing about the alteration.

Ques.

Is there any other item that went into making up the \$1185 note other than the notes filed?

Ans. There was another note of \$175. that was lifted on the same day that these other notes were lifted. This was counted in or intended to be counted into the \$1185.00 note

Ques. Who was to pay for the sawing of the timber?

Ans. Mr. Woods was to pay me 10 dollars per thousand and pay for



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

8

the sawing of the lumber.

Ques. In order to explain the discrepancy between the note filed with your deposition of \$425.00, ~~xxxxxxxxxxxx~~ and the note described in the deed made to you, I will ask you if there was not a small note of \$175. 00 executed, which was given to Boon Wade for the sale of the land by Wood, and which was finally paid to Wade's assignee, Mr. Stickley by Wood, and is the note spoken of by you above as being taken in this settlement? And did not this small note together with the \$425. note make up the \$600.00 due Jan. 1, 1893, mentioned in said deed.

Ans. Yes I believe the question about explains the transaction.

Ques. If I understood you properly, in your examination in chief Mr. Wood told you that there was a school house on the 4 acre tract but that when it was not used for a school house the land and house would revert to you?

Ans. I <sup>new</sup> knew the school house was there before the deed was made, and he told me that when it was no longer uses as a school house it would come back to me.

Ques.

In making up the total price of the land, did not Mr. Wood first Contract with you the other two tracts exclusive of the 4 acre tract at the price of \$2200.00, and did not you then after that price was agreed upon and in order to give you water and perhaps a spring, offer to take in the small 4 acre tract at \$50.00, and then give him \$2250.00 for the whole?

Ans. My understanding was he was rating the land of the 4 acre tract at \$50.00, and the school house at \$100.00.

Obj. The foregoing question is objected to because it seeks to vary, alter and change the deed. A.L.P.



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

9

Ques. Was not the price to be paid for the lumbe ~~when~~ sawed to be \$10 per thousand for all good stuff 10 feet and over, and \$8.00 per thousand fo all the good stuff 7 feet and over?

Ans. The price to be paid was 10 dollars for all the good stuff. 7 feet and over.

Ques. The note sued on is dated Dec. 30 1893, do you think the date correct?

Ans. I think it is.

Ques. I will ask you to state what you think is the value of the benches and stove carried away from the school house by Mr. Stickley, mentioned by you in your examination in chief?

Obj. The foregoing question is objected to because it is immaterial. A.L.P.

Ans. The stove was worth about \$7.0, cost ~~tht~~, and the benches about \$5.00, all worth about \$10 or 11 dollars.

Ques. Did not Mr. Wood tell you ~~tht~~ that school house was not to be considered as part of the consideration in the deed, that the trustees would move the h ouse, or had a right to do so, or words to that effect?

Obj. The foregoing question is objected to, the deed shows the contract and is the contract, and the question or any answer thereto can not vary or alter it. A.L.P.

Ans. He never told me any thing of the kind.

Ques. Was th~~s~~house being used as a school house after you went there?

Ans. It has not been used since I went there except that Chas. Ewing taught about two month there, about the pring of 1893.

Ques. I wil ask you to please state if Mr. Wodd told you that he had deed the school



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

10

he had deeded the school house lot to the school trustees?

Ans. He told me that he had deeded the lot, an acre of land to the trustees, but that it fell back to him and the house too.

Re Examined.

Ques. Are you scholar enough to have made the settlement between yourself and Mr. Wood?

Ans. No, I can bearly read and write a little.

Ques. Then you are not able to look over such a settlement and tell whether it is correct or not?

Ans. No I am not.

Ques. Who did make the settlement between you and Mr. Woods?

Ans. Mrs. Woods, Mr. Wood's wife.

Ques. Did you undertake to look over the settlement and see whether it was correct or not, or did you sign the new note according to what Mrs. Woods said about it?

Ans. I just signed it according to what she said about it.

And further this witness saith not.

William <sup>his</sup> Collins  
not



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.  
11

J.K. Collier, another witness of full age being duly sworn,  
deposes and says:

Ques. What is your age and residence?

Ans. I am 25 years, reside in Lee County. I am a son of William Collier the defendant in this suit.

Ques. If ever you worked any for H.G. Wood, which was to be credited to your father on the purchase money of his land, state how many days you worked and at how much per day.

Ans. I worked nine days at 50 cents a day. I helped move some plank out of the creek for which my father was to have 50 cents.

Ques. If you know any thing about some cedar lumber which your father let Mr. Wood have on said purchase money, please state how much there was of it if you know, and all you may know about it.

Ans. To the best of my recollection there was 65,000 feet altogether, of this there were 8,500 feet of culls. For the good cedar and that was sound, and hauled to the R.R., Mr. Wood was to pay ~~\$1000x~~ \$1 0.00 per thousand, for the culls they agreed on 60 cents per hundred. I hauled for my father with wagon and team 16785 feet of lumber to the R.R., for Mr. Wood, for which he was to pay my father ~~\$1x~~ \$1.50 per thousand, and which has never been paid so far as I know. This hauling was done just before the settlement and before the execution of the new note.

Ques. I now show you an old note purporting to be executed by your father to H.G. Wood for \$600.00 due by the first of Jan. 1892, please state whether or not you know any thing of the lifting of this note from Mr. Wood, and if so when was it done.

Ans. It was done in November, I know said note and I know it was lifted some time in 1892.

Ques.



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

Ques. Can you state whe~~re~~ or not this note spoken of by you was in you father's possession before the date of the settlement and new note, to wit, the 30th day of December, 1893?

Ans. It was lifted in Nov. 1892, and <sup>he</sup> had it in his possession from that time on.

Ques. If you ever heard any thing said between your father and Mr. WOOD or by Mr. WOOD himself about the school house in this suit state all you ever heard him say about it?

Ans. In Dec. after the trade was made in the spring, I heard Mr. Wood say that whenever the house was destitute for 5 years the land and ~~the~~ house would fall back to whoever owned the land. and if they would move it out it would make a good barn or dwelling house.

Obj. The foregoing answer is objected to as evidence because the statement made was made after the consumation of the trade, and whatever he may have said afterwards was or could not form any part of the consideration in the original transaction.

Ques. Cross Examination.

Ques. How do you know that the ~~xxxx~~ note spoken of by you above was paid In November 1892?

Ans. At my fathers house Wood came there and wanted some money and father just paid the note off. and lifted it.

Ques. Did you see them make the settlement?

Ans. I did not see them make the settlement, but I came in the house saw Wood pick up the note and cross it, and gave it to father and Woods picked up the money.

Ques. How much was there paid on that day,

Ans. I did not see the money counted and do not know how much there was of it.

And further this witness aith not.

*J. K. Collier*



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

13

Burdine Collier another witness of lawful age being first duly sworn deposes and says:

Ques. State your age residence and occupation.

Ans. I am 22 years of age, live in Lee Co., ~~xxxx~~ Occupation farmer.

Ques. If ever you did any work for Mr. Wood which was to go as a credit on your fathers land notes, state how much there was of said work, and the price of it?

Ans. I did work for him. In 1892 '3 I worked about 250 days, I havent a correct account of it now, at 50 cents per day, and in 1893 I worked at another time seven and one half days at 50 cents per day. And this was to go as a credit on my fathers note.

Ques. If you know any thing about the cedar timber which your father let Mr Wood have, state all you may know about it.

Ans. I know he let him have some cedar timber and I know there was some cull lumber which I helped to measure there was was two classes of the culls some squares and ~~sa~~ some boards, but they counted it up and heard Mr. Woods say he would go home and give my father credit for said culls for \$50.00 or \$50.50, I do not know which. I also helped to move the plank out of the creek for which my father was to have fifty cents.

Ques. If you ever heard Mr. Wood say any thing about the school house in controversy, state what you heard him say.

Ans. I have Heard Mr. Wood say after he had sold father the land that the school house would fall back to my father.

Obj. The foregoing question and answer are excepted to because immaterial, as the statements were made after the consummation of the trade. R.L.P.



Pridemore & Sewell,  
Attorneys at Law,  
Jonesville, Lee County, Va.

14

Cross Examination.

Ques. What time was it that the credit for the cull lumber was to be given?

Ans. It was in the spring of 1893, I think, but I do not know the month.

And Furthur this deponent saith not.

B. B. Collier.



N. Y. Wood P<sup>th</sup>  
Depositions of  
vs. { J. K. Ed Burdine  
    { Callin.

Wm Callin dect.

Taken before me  
M. G. Ely com



IT is hereby agreed between counsel for H.G.Wood and counsel for William Collier that the deposition of H.G.Wood and his wife, Ester A.Wood, are to be taken upon the interrogatories, which are hereto attached, to be answered and sworn to before some notary public in the County of K. Oklahoma, U.S.A., and by him certified to, and returned to A.B.Muncy, Clerk of the Circuit Court for Lee Co., Va., <sup>so far as competent and advisable subject to objection</sup> Jonesville Va., to be read as evidence on the behalf of H.G.Wood in a certain suit in chancery pending in the Circuit court for Lee County, Virginia, wherein the said H.G.Wood is plaintiff and the said William Collier is defendant.

Given under our hands this the 12th day of Feby. 1900.

Robert V. Peckham

Of Counsel for H.G.Wood

Pridemore & Sewell

Of Counsel for William Collier.



The Depositions of H.G.Wood and Esther A.Wood taken before me  
J.D. Rawland, a notary public in and for the  
County of K. and Territory of Oklahoma, U.S.A., by a greement between  
Counsel for H.G.Wood and counsel for William Collier, upon interroga-  
tories agreed upon by said parties, to be read as evidence in the  
behalf of H.G.Wood in a certain suit in chancery pending in the  
Circuit court for Lee County, wherein the said H.G.Wood is plaintiff  
and the said William Collier is defendant, on this the 20<sup>th</sup> day of  
February, 1900.

H.G.Wood, Witness of lawful age being first duly sworn deposes  
and says:

Ques.1.

State your age, residence and occupation.

Ans. age 51; residence, Stacy County, Territory  
of Oklahoma; occupation, farmer

Ques.2. State how long you have resided at your present place, and  
when it was that you left Lee Co. Va., stateing as near as  
you can the month and day of the month that you left Lee co.

Ans. I left Lee County Virginia on the  
1st day of February 1894, and have been  
living in my present place of residence  
since 6th day of March 1894

Ques.3. Please state who sold Mr. William Collier the land which you  
conveyed to him in 1894.

Ans. Boone Wade as agent for Mrs Wade sold to Wm Collier  
the 160 acre tract and the 60 acre tract; &  
Wade sold to Collier the 4 acre tract

Ques.4. State how long after M.R. Boone Wade sold Mr. Collier the  
2 large tracts untill you sold him the small tract.

Ans. On the same day that Mr Wade sold the 2 large  
tracts, I sold the small one

Ques. 5 How much was he to pay you for the small tract.

Ans. \$500

Ques.5. Please examine the certified copy of the deed hereto attached  
from you and your wife to William Collier and state whether

Object to the  
deposition.



the boundaries as set out in the said deed of the 4 acre tract takes in the school house that Mr. Collier is claiming damages for in this suit, if you state that the deed does cover the school house lot, then state if it was intended in the conveyance to be covered?

Ans. *If the school house is included in this small tract, then there would be 5 acres in the tract. The deed apparently takes in the school house, if so it was not according to the intention of the grantor as I only intended to convey the part which I owned, and I had previously decided the school house ground away for the purposes of the school.*

Ques. 6. Please examine the attached title bond which you executed to Mr. Collier for the sale of the land in question, and examine specially the last line of page one and the first three lines of page two, where the following language is used, "These tracts all adjoin and the boundaries have been pointed out and agreed upon", and state whether or not when the boundaries were agreed upon, that the boundaries so agreed upon included and took in the School house lot?

Ans. *The boundaries were agreed upon as indicated in the title bond, and the boundaries so agreed upon did not include nor did it take in the school house lot.*

Ques. 7. At the time you sold Mr. Collier the 4 acre tract was there any thing said about the school house as being worth so much, or as forming any part of the consideration for the purchase price to be paid, or was it understood by Mr. Collier, that is did he know that the school house stood upon the 4 acre tract, and that you had conveyed the lot to the school trustees?

Ans. *At the time of the transaction, I told*



Ans to Ques.7 Continued.

Mr Collier that the school house lot was not to be included in the sale. There was nothing said about the school house being worth so much or was anything said about the same forming a part of the consideration, further, it is stated that the lot was not to be included, and he so understood it.

Ques.8.

Is it not a fact that Mr. Collier bought the 4 acre tract mainly to get certain water rights and privileges, and was not that the main inducement that lead him to buy said tract.

Mr Collier told me at the time of the transaction that his reason for wanting the 4 acre tract was to secure water rights and privileges.

Ques.9.

As you perhaps have been informed, Mr. Collier is claiming a damage of \$100.00 for the loss of a school house that stood upon the said 4 acre tract, state whether or not you sold the said Collier said house, and whether or not he knew, at the time that you sold him said property, that the house and school lot was not to be taken into consideration and included in the deed of conveyance?

Ans:

I never said to Collier the school house, at the time I sold him the property, I informed him that the house and school lot were not to be taken into consideration or included in the deed of conveyance. Mr Collier acquiesced in this agreement and he absolutely knew that the school house was not to be included in the sale of the other property.

Ques.10. How much is said house worth?

Ans.

I assisted in building the house, know the site and shape & size, and \$1. or \$2.00 would be a fair valuation of the house and lot.

object to  
material  
deed conveyance

object to, the grantor  
deed & conveyance  
is therefore binding  
on all.



Ques. 11. At the time the contract was made or at any time before while the contract for the sale of the land was being negotiated, was there any thing said by you to Mr. Collier ~~that~~ to the effect that when the school house ceased to be used as a school house, the house and lot would fall back to the person that owned the land?

Ans. *I never said or even intimated to Mr. Collier, either while the sale was under negotiation or at the sale of land that when the school house ceased to be used as a school the house and lot would fall back to the person who owned the land.*

Ques. 12. Was the school house taken into consideration as part of the consideration in making up the price of \$2250?

Ans. *It was not.*

*object to  
it and must  
be ruled out  
of evidence*

Ques 12. Mr. J. K. Collier states in his deposition given in this case, that in December after the spring in which the trade was made for this land by his father, that he heard you say that "that when the house was destitute for five years the land and the house would fall back to whoever owned the land", state whether or not you made such a representation to Mr. Collier?

Ans. *I never made such representation to Mr. Collier, either in December or spoken of at any other time.*

Ques. 12. Mr. Burdine Collier states in his deposition given in this case that you stated to him after you had made the trade with his father that the school house and lot would fall back to Mr. Collier, state whether you used such language to Mr. Burdine Collier?

Ans. *I never at any time made such a statement to Burdine Collier; in fact I did not see Burdine Collier for about one year after the land trade was made.*



Ques.13. Did you ever represent to Mr. Collier, either before or after the consumation of the sale of the land to Mr. Collier that when the house was no longer used as a school house, that he would get the school house back as well as the land.

Ans. I never at any time, either before or after the consumation of the sale of land, made any such representation to Mr. Collier.

Ques.14. When you sold Mr. Collier this small 4 acre tract of land did he know that you and your wife had deeded the school house lot to the school trustees, and did he take the land subject to the said deed whith full understandind that you had deeded the school house lot away, and with full understanding that it was to form no part of the conveyance from you to him, and with full understanding that that part of the land was no part of the consideration for which he executed you notes?

Explain in full.

Ans. When I sold the four acre tract, I informed Mr. Collier that Mrs. Woods and I had deeded the school house lot to the school trustees, and Collier expressed himself as being pleased to get so near a school and the sale of the four acre tract was not nor did it form any part of the consideration for which the notes were given; it was not to form any part of the conveyance from me to him and Collier so understood it.

Ques.15. In the depositions and answer of William Collier filed in this cause he states that in November, 1892, he paid in full the \$600.00 note which fell due Jan 1st, 1892, and in his deposition he files said note upon which there appears an endorsement of a credit of \$257.50, paid Jan. 11, 1892, and also a credit of \$30.50, which appears to have been first endorsed in black ink, and dated June 1st, 1893, and over the last figure of the date

Objected to the deed  
conveyance of the house and  
as land it is part of it  
and the grantor can not deny  
change or alter his deed.



"1893", the figure 2 is made over the figure 3, in blue ink, can you explain who changed this date?

Ans. Collier was no one for him can find me or anyone for me our bank in November 1892 the payment of \$30.50 was made June 1st 1893 and not June 1st 1892, the 1893 is correct and I heard nothing of who wrote the figure "2" in blue ink

Ques. 16. Please state which date is correct, 1893 or 1892, as the date of the payment of the said \$30.50?

Ans. The date 1893 is the correct date of the payment of the \$30.50

Ques. 17. What was the said credit of \$30.50, paid in?

Ans. The \$30.50 was paid in cash

Ques. 18. Upon the said note filed with said Collier's deposition as aforesaid there is an endorsement which said Collier claims to have been made by himself in the following words, "pade in full Nov 1892", do you know any thing about said endorsement?

Ans. I heard nothing of such an endorsement, and no such endorsement was ever made in my presence or with my consent

Ques. 19. Was the said note paid in November, 1892, or was the said note after the application of the said two credits, before you and in your possession up to the time that you made the settlement in December, 1893, when you took ~~said~~ new note of \$1185.00 and was the balance thereon due when you made settlement in December, as aforesaid?

Ans. The said note was not paid in November 1892, and the note was before me and in my possession all the time up to the settlement in December 1893 and the balance on the six hundred dollar note was due when the settlement was made

Ques. 20. State if the said two credits were all that was paid on the said note up to the time that you made said settlement on the 30th day of Dec. 1893.

Ans. The credits of \$30.50 and \$117.50 were all that was paid on said note up to the time that the settlement in December 30th 1893



Ques.21. Mr.Collier Stated in his deposition that he had paid the said \$800.00 note in November,1892,and that he had the same in his possession at the date of <sup>the</sup> ~~his~~ settlement in 1893,is this a fact or did you hold said note in your possession untill said settlement?

Ans. *Collier did not have the note in his possession at the date of settlement in December 1893 and I held the note in my possession until settlement in December 1893*

Ques.22. In the deposition of Mr,J.K.Collier he states that in November 1892,you went to the house of William Collier and wanted him to pay you some money and that he,Mr.William Collier,then and there paid off the said note of \$800, that he came into the house just as you picked up the note and handed it to Mr.Collier and marked a cross the note,and that you picked up the money.Please state if the statement made by my Collier is a fact?

Ans. *No such settlement as this was ever made and I held this note in my possession until December 30th 1893*

Ques.23. please state if you ever went to the house of William Collier and got any money and delivered him a note,this one or any ~~at~~ other.

Ans. *I went to the house of Mr Collier on January 11th 1892 and Mr Collier made me a payment in money in the amount of \$257.50 and I credited the same on the note, but delivered no note to Collier*

Ques.24. State if it was not the only time that you ever went to Mr. Collier's house and got money was when he paid you the payment of \$257.50,on the 11th day of Jan,1892,which is the same amount as that credited upon the said \$800.00 note? Explain in full.

Ans. *January 11th 1892 is the only time I ever went to Mr Collier's house and got money and on that date he paid me \$257.50 and this is the same amount credited on the \$800.00 note*

Ques.25. At the time that you made the settlement with Mr.Collier on the 30th day of Dec.1893,was the work of Mr.Collier and his sons,the hauling done by them, the value,price and amount

*object to it is leading? B*



of all the cedar timber, including both the culls and the good lumber, and every other matter of unsettled business ~~mat~~ between you and Mr. Collier, taken into consideration and made part of said settlement?

Ans. *all these things were taken into consideration and made part of the settlement of December 30th 1893, and credit for same was given Mr Collier*

Ques. 26 Did you give credit for all sums that Mr. Collier had paid you whether said payments were made in money, work, labor, or timber, or lumber?

Ans. *Credit was given by me to Collier on December 30 1893 for all sums that Collier had paid, whether in money, work, labor, timber, or lumber*

Ques. 27. What price had you agreed to pay Mr. Collier for the lumber which you had contracted from him?

Ans. *Lumber from 7 to 10 ft, I was to give \$8<sup>00</sup> per thousand, and all over 10 ft and over \$10<sup>00</sup> per thousand*

Ques. 28. Was credit given for the amount of the cull lumber at the ~~date~~ <sup>time</sup> of the settlement?

Ans. *Yes Credit was given Collier for such Cull Lumber at time of settlement in December 1893*

Ques. 29. State whether or not there was any money paid you on the day of settlement in Dec. 30th, 1893?

Ans. *No money whatsoever was paid me by Collier on that date*

Ques. 30. While the cedar timber in question was being hauled to the saw mill did you not furnish Mr. Collier some money with which to pay expenses &c? If you state you did, state the amount you furnished him.

Ans. *I did furnish Collier some money at the time stated, and I believe the amount was \$20<sup>00</sup>*



Ques.31. When you made settlement with Mr. Collier on the 30th day of Dec. 1893, did you give him credit on the notes for the cedar timber at the time that he should have had credit according to your contract ~~and~~ with Mr. Collier?

Ans. This settlement in December 1893 was made a few days after the calculation on the amount of the cedar timber, and the credit was given as soon as credit should have been given according to agreement, and ~~but~~ was given in fact on Dec 30 1893.

Ques.32. Mr. William Collier states in his deposition that on the day that he and you settled on the 30th day of Dec., 1893, that he paid you enough cash, which, with the work done by his son Burdine, made up the sum of \$325.53, and enough in other ways to make up the sum of \$880.00, state if this is a fact?

Ans. Collier paid me no money on December 30 1893. Taking the two cash payments of \$30.40 and \$24.75, the cedar timber, the call on the work and labor of my son Collier and his two sons Burdine and Carr, all into consideration, which was done on Dec 30 1893, then it would amount to about \$880.00. The unsettled business was taken into consideration on Dec 30 1893.

Ques.33. Mr. William Collier states in his deposition that when you made said settlement and he had executed the new note that he requested you to endorse on the old notes that he had paid \$880.00, and that you refused to make the endorsement, saying to him that there was no use, to which he, Collier replied that he thought there was, and that when you refused, he took the note and made the endorsement in your presence, state first if if he requested you to make any such endorsement, secondly if you refused to do so and told him there was no use, and third, whether he made such an endorsement in your presence.

Ans. Collier did not request me to make any such endorsement on my note, ~~there~~ there was no conversation on the matter, and Collier did not make such an endorsement in my presence or to my knowledge.

Object to Collier saying  
Mr. Wood made the  
settlement.



Ques. 34. If Mr. Collier made said endorsement in your presence and dated it Jan. 1894, why did you not call his attention to the fact that it was not Jan. 1894, but Dec. 1893?

Ans. *I could not have called his attention to the matter because no such an endorsement was made on December 1893, or on any other date with my knowledge and consent.*

Ques. 35. Is it not a fact of which you can positively speak that no such endorsement was made on that day in your presence that there was paid \$880., and is it not a fact that there was not paid on that day counting all the credits not already endorsed on the notes, the sum of \$880.00?

Ans. *I can absolutely and positively state that no such an endorsement was made in my presence that there was paid \$880.00. Taking all the credits into consideration on Dec. 1893 except the two cash payments of \$214.46 and \$30.10, then there would not be near the amount of \$880.00 to give credit.*

Ques. 36. Mr. William Collier states in his deposition that his son Burdine worked for you about 250 days, state if this is correct, and if it is not state as near as you can about how long he worked for you?

Ans. *Burdine Collier worked for me commencing in the early spring of 1892, working only occasionally, always stayed at home at night, and was acting as a regular hired hand for me. He did not work any during the winter of 1892-1893 and only worked about one or two weeks in 1893. I am confident he did not work but very little over 100 days, certainly not over 125 days.*

Ques. 37. In order to explain a discrepancy between the description of the notes in the deed and those that were executed, part of which has been filed with the deposition of Mr. Collier, state if the last \$600.00 payment was not made up of two notes, one for the sum of \$425.00 and the other for \$175.00?

Ans. *The last \$600.00 payment in deed was in fact made up of two notes one for \$175.00 and another for \$425.00.*

*object to as directly leading*



Ques. 38. Was not the \$175.00 note transferred to Boon Wade and by him transferred to Wright Stickley, and by you paid to Mr. Stickley, and did you not have this note in your possession at the time that you settled with Mr. Collier in Dec. 30th, 1893, and delivered to him on that day?

Ans. This \$175.00 note was given Mr Wade for his Commission and was transferred to him to Wright Stickley, and I bought and purchased this note from Mr Stickley, and I had this note in my possession, <sup>and</sup> at the time of settlement with Collier on Dec 30th 1893.

Ques. 39. Did Mr. Collier ever, from the date of the execution of the new note up to the time that you brought suit to recover your money in this suit, make any claim to you that there was any mistake in the amount of the said note?

Ans. He never made any claim to me of any mistake in the amount of the note at the date stated, nor did I in any way hear of any such claim or mistake.

Ques. 40. Is it not a fact that the first time that you ever heard of Mr. Collier claiming that there was any mistake in the note or any claim of off-set against it was when you were informed by your attorney in this suit ~~that~~ of the answer he had set up in this case?

Ans. This was the first time I heard of this so called mistake.

Ques. 41. Did Mr. Collier ever claim any off-set for the school house from the time you made the trade with him up to the time when you were informed of the answer he had filed in this suit?

Ans. Mr. Collier never made any claim of off-set for the school house, until he filed his answer in this suit.

Ques. 42. At the time that you settled with Mr. Collier on the 30th day of Dec., 1893, did you make a fair settlement with him and give him credit for all sums to which he was entitled as credit?



Ans.

I made a fair settlement with him on that date and gave him all the credit he was entitled to, and all the credits he claimed

Ques. 43. Was the sum of \$1185.00 a correct balance due you on the purchase price of said land, for which said Collier executed not?

Ans. The sum of \$1185.<sup>00</sup> was a correct balance on the purchase price of the land.

Ques. 46. Give as near as you can an itemized statement of all the payments made to you on the notes executed by Collier?

Ans. up to Dec. 30 1843, then we had two credits on the notes — one for \$254.<sup>00</sup> and another for \$30.<sup>00</sup> on Dec 30 1843 at the settlement on that date there was given credit on the amount owing from Collier, all the cedar timber, the cull lumber, the Collier's boys work and labor, the work of Collier, the hauling of culls Collier, and the two credits of \$254.<sup>00</sup> and \$30.<sup>00</sup> were taken into consideration.

Ques. 48. Were not you to have one half of the culls for paying for the sawing of them and was not this your contract with Mr. Collier?

Ans. I was to have one half of the culls for paying for the sawing of them and this was the contract with Mr. Collier.

Ques. 49. Have you not relied upon the said \$1185.00 note as evidence of the debt due to you by Mr. Collier, and is it not a fact that you have not tried to keep in your mind the various transactions and accounts between you and Mr. Collier because you did rely on said note.

Ans. Since the giving of this \$1185.<sup>00</sup> note, I have at all times relied on same as evidence of the debt due me from Mr. Collier, and I have not attempted to keep in my mind the various transactions between us as I relied on the note.

Ques. 50. If after reading over the copies of bill answer and deposition there is any thing that you know concerning the case which has been omitted to be asked you specifically, please state it?

Ans. I have examined the three notes attached to this deposition, there is a fourth note, calling for \$144.<sup>00</sup> which is not here attached. The three notes which

objection to asking  
and material



Ans. to Ques. 50 cont'd.

are hereto attached and the bounty note, the one for \$174.<sup>00</sup> were in my possession and owned by me on the 30th day of December 1843, on my that day were turned over to Mr. Collier, and a new note for \$1185.<sup>00</sup> was given me by Mr. Collier, which amount was the correct amount owing me on that date from Collier as known at by the calculations.

#### Cross Examination

By A.L. Pridemore.

Ques. 1. State whose hand write the credits, letters, and figures are on the \$600.00 note?

Ans. The Credit of the \$244.<sup>40</sup> and its date is in my handwriting. The Credit of the \$304.<sup>00</sup> (both the date of June 1, '42 is in Mrs. Woods hand-writing. I know nothing of the figures I in blue ink. I have nothing of the other writing or figures on the back of the note.

Ques. 2. State fully, when where and in what the \$600.00 note was paid?

Ans. There are but two correct endorsements on this note that of \$304.<sup>00</sup> and \$244.<sup>40</sup> The balance of this note was taken into consideration, together with the other three notes, in the settlement of December 30, 1843. The four notes were on that date turned over to Collier, and a new note for \$1185.<sup>00</sup> was given by Mr. Collier, representing the balance owing as known at by the calculations of Dec 30, 1843.

Ques. 3. When were and in whose presence did you give that note up to Mr. Collier?

Ans. On December 30, 1843, at my home in Lee County, Virginia, in the presence of my wife, and Collier, the herein defendant,



Ques.4. In your answer to question 25 you will please state what work how much, the price thereof, and all other matters and all other matters counted in and made part of said settlement, itemize each one and give dates when done &c?

Ans. The work and labor performed by Collier and his sons Dan and Burdine did not amount to over 180 days at 50c. per day which would amount to about \$90.00 and this would be a large estimate.

There was about 44,500 feet of the Cedar lumber and more than one half of this was under ten feet and I was to pay only \$8.00 per thousand for lumber under ten and \$10.00 for thousand for 10 and over. The two cash payments of \$247.50 and \$30.50 were taken into consideration, and the Culls, and Han Collier's loading this was \$25.00.

Ques.5. In your answer to question 26 state what sums you did credit?

Ans. On December 30, 1893, I gave him credit in our settlement for all Cedar lumber at the prices discussed in the foregoing answer, and all labor of Han Collier, Han Collier and Burdine Collier, and for all the Culls in the lumber, and the two cash payments of \$247.50 and \$30.50, and all other matters to unsettled business.

Ques.6. In your answer to question 30, state what you did furnish.

Ans. I loaned Collier about \$20.00 to assist him to get his things out.

Ques.7. In answer to question 31 state exactly and fully what sum or sums you did credit him for, give each item?

Ans. about \$98.00 of Cedar timber, about one half of this was under 10 ft, and the price was \$8.00 per thousand, that over 10 ft and over at the rate of \$10.00 per thousand. One half of all the Culls which was about \$25.00 or \$26.00. The salary to Han Collier and Dan Burdine Collier the number of days they had worked, which I believe would not be over 180 days at 50c per day.

Ques.8. In answer to question 36 state the time Burdine worked, the price paid, and all other work done by Mr. Collier and his

And also \$25.00 which I had loaned Mr. Collier, and all other matters to unsettled business.

And Dan Collier's salary which was \$247.50 and all matters to unsettled business.



Ques. boys.

Ans. The greater part of the time Bordin Collier worked for me was in 1892; he began in the early spring and worked a part of the time until the next winter, he worked but very little in 1893. Wm Carr and Bordin Collier did not work in all over 180 days the price paid was 50 cents per day. It was all however taken into consideration in the settlement of December 30 1893.

Ques. 9. How many notes did you give up to Mr. Collier on the day of the settlement, Dec. 30th, 1893, describe each of them?

Ans. one note for \$6.00 — given February 17 1891 due first day of January 1892 with interest  
a second note for \$5.00 — given January 17 1891 due Jan 1st 1894, with interest; another note for \$4.25 — given Feb 17 1891 due Jan 1 1893, with interest; another note for \$1.75 — given Feb 17 1891, with interest assigned by Wm Collier payable to H. G. Wood for value and I turned all these notes to Collier on Dec 30 1893.

Ques. 10. And further this witness saith not.

H. G. Wood



Esther A Wood, another witness of lawful age, being first duly sworn deposes and says:

Ques. 1. State your age, residence and relationship to H. G. Wood.

Ans. *Age 45 Residence & May County and Territory of Oklahoma, I am the wife of H. G. Wood*

Ques. 2. If you made the calculations upon the notes executed by William Collier to your husband H. G. Wood, at the time a certain settlement was made and new note executed in Dec. 30th, 1893, please state at whose request you made said calculations?

Ans. *Mr Collier came to my home & took his accounts, Mr Wood was at home and they both requested me to make calculations and I did so, this was on December 30, 1893*

Ques. 3. When you made said settlements please state if you did not have 4 notes, of the following amounts, one for \$600.00, due due Jan. 1st, 1892, upon which was endorsed two credits, \$257.50 paid Jan. 11, 1892 and \$30.50, paid June 1st, 1893; one note for \$425.00 due Jan. 1st, 1893, and one note for \$550.00, due Jan. 1st, 1894, and one note for \$175.00, which Mr. Wood had in his possession and which were given you to make calculations upon?

Ans. *I recollect these four notes, which were given to me to make calculations upon, and these notes at the time were in Mr Wood's possession*

Ques. 4. State as near as you can when the credit of \$30.50 was paid by whom paid, and of what did the payment consist if you know?

Ans. *The \$30.50 was paid June 1, 1893 — one of Mr Collier's checks was brought the money to our house. The payment consisted of cash*

*object to as directly  
beginning calling for  
a hypothesis to establish  
note*



Ques. 5. We notice that the said credit of \$30.50 is endorsed in black ink and has been dated 1893 in black ink, but over the figure 3 of the year 1893 there has been a figure 2 made in blue ink, did you make this change on the note, or do you know any thing of the change?

ans — The year 1893 in black ink is correct I never made the figure 2 over the figure 3 in 1893, and I know nothing of the figure 2 in <sup>blue</sup> ink

Ques. 6. Was the said alteration referred to in question 5 above upon the note when you made said calculations in 1893, Dec. 30th?

Ans. The first time I ever saw the change referred to was when I inspected the notes when said West this deposition was not upon the note when I made the calculations

Ques. 7. When you made the said calculations for your husband and Mr. Collier upon the said notes, did you deduct all payments that were agreed upon between Mr. Collier and your said husband, from the amount due on the said notes at the time such credit may have been agreed upon as constituting a credit?

Ans. All payments that were agreed upon between my husband and Mr. Collier were deducted from the amount due on the notes and proper credit was given

Ques. 8. Did you endeavor to make a fair and honest calculation and settlement and did you give Mr. Collier the advantage of all the proper credits that were agreed upon, and do you believe that you did arrive at a correct balance?

Ans. I endeavored to make a fair and impartial calculation, and I gave Mr. Collier the advantage of all fair and honest or proper credits, and I believe that I arrived at a correct balance

Ques. 9. Do you remember taking in to the account and giving credit for the amount of the cedar lumber, the cull lumber, the boys work and the hauling done by them, and the credits endorsed upon the said notes? If so were they all taken out of the



the amount of the notes?

*Ans. I remember taking into account and giving credit for the Cedar lumber, the boys work, the Culler, the hauling done by them and the amounts in credits, endorsed on the notes \$30.50 and 247.50*

Ques. 10. After the settlement was made and the old notes were delivered, state whether Mr. Collier requested Mr. Wood to make an endorsement upon the old notes that there was paid \$880.00?

*Ans. I was present during the time that Mr. Collier was at our house, and I heard him make no such request*

Ques. 11. Did Mr. Wood refuse making such an endorsement, and did he say that there was no use to do so, and did Mr. Collier say that he thought there was use to do so, and did Mr. Collier take the notes and make an endorsement upon them in the presence of Mr. Wood?

*Ans. Mr. Collier made no such request hence Mr. Wood did not refuse. There was absolutely nothing said relative to any such endorsement. Mr. Collier did not take the notes or make any endorsement in the presence of Mr. Wood*

Ques. 12. We notice that the endorsements upon the \$600.00 note are in your hand write, please state what items went to make up the items of \$257.50, and the credit of \$30.50?

*Ans. The endorsement of \$30.50 on the note is in my hand writing, the other endorsement, that is of the \$247.50 is in my husband's hand. The \$30.50 was cash paid by Mr. Collier*

Ques. 13. Can you state whether your husband, Mr. Wood had the \$600.00 note in his possession up to the date of the settlement in Dec. 1893, we mean the note on which was endorsed the \$257.50 and \$30.50 credits?

*Ans. I state positively that this \$600 note was in my husband's possession up to date of settlement on Dec 30 1893 and I have personal knowledge of this fact*

*I and all matters to be settled business*



Cross Examination by A.L. Pridemore.

Ques. 1. In answer to question 4 give fully each credit and amount embraced by you in said settlement and note the date and amount of each credit?

Ans. <sup>was cash paid June 1893</sup> Cash Credits, of \$30 50, and \$24.44 00 was cash paid 11th day of January 1892, these two payments were taken into consideration in the settlement of December 30 1893 as were all other credits of whatsoever kind consisting of the Cedar lumber, the Cull lumber, the work and boarding of John Collier, the work of Benjamin Collier, the work of John Collier, and all matters of unsettled business.

Ques. 2. State whether the \$600.00 note was present? What credits were to go upon it, and what upon the others.

Ans. The six hundred dollar note was present, no credits were to be endorsed on any one of the four notes, Mr Collier, Mr Wood, agreed to not write anything on the notes but, after taking into consideration all credits for lumber, etc., due Mr Collier, and the amount of the notes, they agreed to give a new note for the balance owing, which Mr Collier did.

Ques. 3. In answer to question 7 state what amount you proceeded with as a principal sum, \$2250.00, or 1750.00, give your calculations figures and all.

Ans. I proceeded with \$1750 00 as the principal sum,

Ques. 4. Please go over your settlement and recast <sup>the</sup> ~~your~~ account now as you did then and as near as you can, giving each credit what for and the amount and date.

Ans. In the calculation I proceeded with \$1750 00 principal sum, I deduced from this the full of the lumber and Cull's and the work and boarding of the Collier boys, and this factor and the two credits in Cash of \$25 50 and \$30 50



(ans. continued) and also Carl Collier's hauling, and the  
for the balance Collier credited his note  
for \$1185.00  
Mrs. Wood page 5.

Ques. 5. If you answer you can not do this exactly, do so as near as  
you can, giving each credit as you remember?

Ans. It is impossible for me to  
do this exactly, and I have answered  
however I believe correctly

Ques. 6. You will please state all work credited, cedar timber and  
the amount, who did the work at what price and the amount  
thereof so settled by you?

Ans. I Credited all of Benjamin Collier's  
work, all of Carl Collier's work all of  
Wm Collier's work, about 44500 ft of Cedar  
timber, about half of this was delivered, sawn  
and ten feet, and was at 80 per thousand, that  
ten ft and over at 100 per thousand, I Credited  
the logs hauling and the two notes at \$30.00  
and the other \$1185.00  
Ques. 7. Could Mr. Collier, or did he or your husband look over and aid  
the  
you in your count, or did you make settlement alone?

Ans. I did all of the Calculations  
and both Mr Wood and Mr Collier  
were satisfied, I was fair in my  
Calculations to both of them, and I  
would not have made the Calculations  
if they both had not requested me  
to do so

Re-direct Examination by Plt.'s counsel.

Ques. 1. In making said settlement between Mr. Wood and Mr. Collier, did  
you act as well for Mr. Collier as your husband Mr. Wood?

Ans. I did

Ques. 2. Did Mr. Collier consent to and agree for you to make the calcu-  
lations? He did

Ans.

Ques. 3. Have you preserved the calculations and memorandas which you  
made on the day of settlement?

Ans. I have not, excepting the \$1185.  
note which was correctly shown the result of the  
Calculations



Mrs. Wood page 6.

Ques. 4. Did Mr. Wood express himself satisfied with the settlement when it was finished?

Ans. *There was nothing done but what was perfectly satisfactory to both Mr. Collier and Mr. Wood, and Mr. Collier <sup>and Mr. Wood expressed themselves</sup> as being <sup>satisfied with the settlement</sup>*  
And further this witness saith not.

Esther A. Wood

Oklahoma Territory,

County of K.

United States of America: to wit-

I, F. V. Rowland, a notary public in and for the County of K. and Territory of Oklahoma, U.S.A., do hereby certify that the foregoing depositions of H.G. Wood and Esther A. Wood, were duly taken, sworn to and subscribed before me at the time and place and for the purpose in the ~~xx~~ caption hereto mentioned.

Given under my hand and seal this the 21<sup>st</sup> day of February 1900.



F. V. Rowland ~~N.P.~~  
My commission expires March 27th, 1900.  
Notary Public

Bill of costs,

N.P. fee	For taking said depositions	\$	5.00
	For affixing official seal	\$	.25
	For postage <sup>10¢</sup> <i>Register</i>	\$	.18
	Total,	\$	<u>5.43</u>

Paid by H.G. Wood,

F. V. Rowland ~~N.P.~~  
Notary Public



\$ 425.<sup>00</sup> By 1<sup>st</sup> January 1893 <sup>with interest from date</sup> days after date, I promise to pay

St. L. Wood on order

Four hundred & twenty five <sup>in land</sup> Dollars,

for value received, waiving my homestead as to this Note.

Witness my hand and seal Febry. 17<sup>th</sup> 1891

William Collier





1



~~\$550.<sup>00</sup> By 1<sup>st</sup> Jan. 1894~~ <sup>with interest from date</sup> days after date, I promise to pay

~~H. G. Wood on order~~

~~Five hundred and Fifty~~

Dollars,

<sup>in land</sup>  
for value received, waiving my homestead as to this Note.

Witness my hand and seal ~~Feb. 17<sup>th</sup> 1891~~

~~William Haller~~





paid Eight hundred eighty dollars 8.88.00  
January 1894

2



\$ 600.<sup>00</sup> By 1<sup>st</sup> Jan. 1<sup>st</sup> 1892 with interest from date  
days after date, I promise to pay

H. G. Wood or order

Six hundred

Dollars,

for value received, waiving my homestead as to this Note.

Witness my hand and seal February 18<sup>th</sup> 1891.

William Miller





2250 - whole  
price - Three  
note, a one  
~~\$75.00~~ (\$125)

an note sum  
on whole price  
of land -

Due every school  
house - & they  
have due - work  
\$100 -

note date 1893 ought  
to be 1894 & in  
face of note.

note \$30.50 June 1, 92

Revised

in note \$25.75  
1892

Revised The note  
in note \$25.75  
1892



This deed made this the 27<sup>th</sup> day of  
Jan'y. 1894, between H. G. Wood & Esther  
A. Wood, his wife of Lee Co., <sup>W. Va.</sup> Ga.  
parties of the first part and William  
Collins of the County of Lee and  
State of <sup>W. Va.</sup> Ga parties of the second part.  
Witnesseth that for and in con-  
sideration of the sum of Two  
thousand two hundred and  
fifty Dollars (\$2250.00) Five hun-  
dred <sup>(300)</sup> of which was paid Feb'y 17, 1891,  
& the residue the said Collins executed  
notes as follows; No 1, for 600<sup>00</sup>  
payable Jan'y 1, 1894, No 2, for 600<sup>00</sup>  
payable Jan'y 1, 1895, No 3 for 550<sup>00</sup>  
payable Jan'y 1, 1894, all said notes  
executed are and bearing interest  
from Feb'y 17, 1891. The said H. G. Wood  
& Esther A. Wood his wife has bargain-  
ed & sold & by these presents doth  
bargain, sell & convey unto the  
said William Collins with consents  
of General Warranty a certain  
tract or boundary of land lying  
and being in Lee County, <sup>W. Va.</sup> Ga  
about 6 miles west of Jarrersville  
in a new Cony-Salmon, consisting  
of parts of three adjoining tracts.



described and bounded as follows:  
First tract contains about 165 acres  
and is known as the Dorris tract  
owned by Alex Ewing at the time  
of his death and is bounded as  
follows: Beginning on a sugar tree  
on the bank of Proding Creek at  
the mouth of a hollow, Frank Smith's  
Corner, thence with his line &  
the meanderings of the said hollow  
N. 88. W. 14 poles to a walnut. S. 73. W. 8  
poles to a white walnut, N. 49. W. 12  
poles to two cedars N. 25. W. 14 poles  
to a ~~white oak~~, red elm, N. 30. W.  
10 poles to a forked cedar in the edge  
of a fork N. 10 W. 10 poles to a cedar,  
N. 25 W. 6 Poles to a ~~cedar~~ N. 6. W. 16  
poles to a water-oak, N. 4, E. 27 poles  
to a white oak, B. F. Kindred's line,  
& Frank Suttles' corner, thence N. 62 E.  
222 poles to a white oak, John  
Hibbard's corner, S. 58. E. 175 poles  
to a stake in said Wood's line S. 68. E.  
174 poles to A. C. McKillo's line. S. 5. W.  
73 poles to a cedar, said McKillo's  
Corner, and thence with his line, N. 19  
W. 36 poles to a large white oak thence



S. 27. N. 90 poles to a large bush & sugar tree, on the bank of Proctoring Creek. Thence with the meandering of the said creek a westward direction about 85 poles to the beginning. (For a more particular reference to this tract, reference is <sup>here</sup> made to the deed of H. J. Morgan, Comr. to the said S. H. Hood, made April 1, 1891, & recorded in the Co. Court Clerk's office D.B. 25, page 588-9) Second tract contains 60 acres, & was assigned to H. G. Hood's wife out of lds. D. Hibbards land, and is bounded as follows: Beginning at four limes and a sugar tree corner to A. Ewings land, and running thence with his line.

N. 58. W. 119. Poles to a stake where said Ewings line crosses the Willis line thence N. E. 24 poles to a stake, corner to J. B. Hibbards land & with his line S. 10. E. 8 poles to a ~~boundary~~ above a spring, thence S. 88. E. 8 poles dividing the spring to a stake thence N. 68 1/2 E. 28 poles to a stake in the mowed wood thence northwesterly with said



road, 51 poles to a white oak  
on the E. side of said road, thence  
N. 67. E. 78 poles to a stone Boileys  
corner and with his line S. 40. E.  
143 poles to a poplar & small rose  
apron. thence leaving Boileys line  
S. 40. E. 16 poles to a gum and small  
beech thence S. 65 N. 68 poles crossing  
the main road to a poplar thence  
N. 26. N. 10 1/2 poles to the beginning  
(For more particular description of  
to this tract see partition of lands of  
Geo. D. Gibbans heirs, recorded  
in Co. Court Clerks Office D.B. 16, p.  
438) This tract contains about  
4 acres and is all that part of the  
lands lying on the north side of  
Fording Creek bought by the said  
H.S. Wood of C. N. Kirkwood wife  
A vendors line is hereby retained  
on the said lands hereby conveyed,  
until all the purchase money is  
fully paid. The said H.S. Wood  
& Esther A. Wood his wife con-  
vise that they have the right to  
convey the said lands to the Grantee  
that they have done no act to



incumber the said lands, that the  
grantee shall have quiet possession  
of the said lands free from all  
incumbrances and that they  
the parties of the first part will ex-  
ecute such further assurances  
of the said lands as may be  
requisite. Witness the following  
signatures & seals.

Horace W. Wood Seal

Esther A. Wood Seal

Virginia }  
County of Lee } to wit-

I, C. C. Blackenship, a  
justice of the peace in & for the  
County of Lee in the State of  
Virginia do certify that H. W. Wood  
and Esther A. Wood his wife  
whose names are signed to  
the within writing bearing date  
the 27th day of Jan'y. 1894, have ac-  
knowledgeed the same before  
me in my County of Lee  
since under my hand this  
the 27th day of Jan'y. 1894

C. C. Blackenship.

J. P.



Virginia.

Lee County to wit:

In the office of the Clerk of  
the said County, the 14th day of May, 1894  
this deed was presented and together  
with the certificate thereto annexed  
was admitted to record.

Test: S. V. F. Richmond.

Clerk.



William Collier  
From  $\frac{2}{3}$  Seed  
H.G. Woods & wife

Exhibit "Seed" in  
Suit of  
H.G. Woods  
vs. In Chancery  
William Collier

---

Ex. C.

for copy \$1.20



Know all men by these presents, that H. G. Wood has this day contracted and sold unto William Leolier a certain tract or boundary of lands situated and being in Lee County Va. about 6 miles west of Jonesville in and near Ramey Hollow consisting of parts of three adjoining tracts one being a tract known as the Davis Tract, owned by Alex. Ewing at the time of his death, which tract has been publicly sold and said Wood being the purchaser, said tract contains 165 Acres. an other adjoining thereto is a tract of lands assigned the wife of said H. G. Wood out of George D. Gibson's lands and contains 60 Acres and the other is a small corner off of the George Gibson lot and contains about 4 acres -

x These tract all adjoin and the



boundaries have been pointed out and agreed upon between the parties.

In Consideration of which the said William Collier has paid in hand to said Wood Five Hundred Dollars, and executed his notes, bearing interest as follows No 1 for \$600. payable, January 1<sup>st</sup> 1892. No 2 for \$600. payable January 1<sup>st</sup> 1893 and No 3. for \$550. payable January 1<sup>st</sup> 1894. <sup>bearing interest from this date</sup> aggregating the sum of \$2250. including the cash payment of \$500.00 as the purchase price of said lands which is <sup>Sold &</sup> accepted by the boundary and not by the acre.

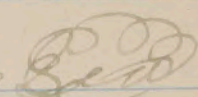
Possession is given of this land and premises.

Now therefore should the said O. L. Wood make an Cause to be made a good and sufficient title to



with Covenants of General warranty  
this land, on or before Sept.  
1<sup>st</sup> 1891. this obligation to be void  
otherwise he binds himself to  
pay said Collier a forfeit of  
Four Thousand Dollars.

Witness the following signatures  
and seals this 17<sup>th</sup> day of  
February 1891,

H. G. Wood 

William Collier 



Dr. Baller's  
H. G. Wood  
Contract.



H. G. Wood

vs Depositions of  
H. G. Wood & wife.

William Collier

Received by mail on  
good condition filed

March 2nd 1900

A. B. Munsey Clerk

E. W. PENNINGTON.

ROBT. L. PENNINGTON.

Pennington Bros.

ATTORNEYS AT LAW.

JONESVILLE AND PENNINGTON GARVA.



To the Hon. H. A. W. Sken Judge of the  
Circuit Court of Lee County Va  
Your commissioner respectfully reports, that  
in obedience to the order made in the chancery  
cause of H. G. Wood vs. W<sup>m</sup> Ballin at the Nov. term  
1899 (an attested copy of which is here attached) after  
duly notifying the parties, he proceeded on the 26<sup>th</sup>  
day of Dec. 1899, Jan. 2, 3, 24, 25, & 26-1900, Feb. 6, &  
1900, & March 28, 29, 1900, to take the account  
directed by said order, and I herewith report as  
follows: As to the first inquiry, "an account of  
the payments and the date of each made by the  
defendant on the purchase price of the land in  
the bill and proceedings mentioned," I find that  
Mr. Ballin bought said lands from Mr. Wood  
on the 17<sup>th</sup> day of Feb. 1891, at the price of \$2250.  
That Mr. Ballin paid on that day \$500. cash in hand  
and executed four notes for the residue (said notes  
are all filed with Mr. Ballin's deposition, &c. same)  
as to the payments made on these notes I find  
two credits on the \$600. see enclosures on back  
of said note, which leaves a balance, by  
calculation on said note Dec. 30<sup>th</sup> 1899. (The day  
Woods & Ballin accounted together and the new  
note was given) of \$388.70. The other three notes  
with interest on that day amounted to \$1347.95-  
making the total \$1736.65, due on that day + \$25.



advanced by Mr. Wood to Callier, making total indebtedness on Dec. 30<sup>th</sup>, 1893, \$1761.65.

The new note here said on of \$ 1185.00 was given on that day as representing the balance then due, (which shows that a credit of \$576.65 was credited, as I take it representing the price of the Cedar lumber, culls, labor of boys etc - see depositions filed herewith) This is on the theory of Mr. Woods contention which your commission reports to be right, believing that the preponderance of testimony is in favor of his contention, then I adopt the following statement:

Principal of New note -	\$1185.
Interest from Dec. 30 <sup>th</sup> 1893. to Jan. 30 <sup>th</sup> -94.	<u>5.90</u>
	\$1190.90
Credit Jan. 30 <sup>th</sup> , 1894. -	<u>20.00</u>
	\$1170.90
Interest from Jan. 30 <sup>th</sup> -94 to Dec-10-94	<u>60.50</u>
	1231.40
Credit Dec, 10 <sup>th</sup> , 1894	<u>205.00</u>
	\$1026.40
Interest from Dec-10-94, to Dec- <sup>18</sup> <sup>th</sup> 95,	<u>62.95</u>
	1089.35
Credit Dec-18 <sup>th</sup> . 1895	<u>100.00</u>
	\$989.35
Interest from Dec-18-95 to Dec-21-96	<u>59.85</u>
	1049.20
Credit Dec-21 <sup>st</sup> -96 -	<u>60.00</u>
	\$989.20
Principal sum due Dec-21 <sup>st</sup> /1896 -	
to draw interest till paid.	

Mr. Callier's contention is that he paid off and lifted the \$600. in Nov. 1892 - more than one year before the date of settlement, and that on Dec. 30<sup>th</sup> 1893. the day of settlement that he paid or should



have been credited with \$880, if that be true  
he only owed on the day of settlement \$462.05 -  
instead of \$1185, the amt for which he executed  
the new note and with the credits endorsed  
on the new note deducted he would only  
owe by calculation a balance as of March  
21st, 1900, \$271.<sup>11</sup> but your commission  
is of opinion that every thing weighed and  
considered, the highest and best evidence is  
in favor of Mr. Woods contention,  
your commission finds that the school  
house, mentioned in the answer of Mr. Callie  
on the day of the sale of said land was not  
the property of Mr. Woods but was the property  
of the "School Trustees of White Shoals District,  
and that its fair cash value was about \$50.<sup>00</sup>  
your commission reports that the school house  
formed no part of the consideration of the purchase  
price of said land, as at the time the purchase  
was made it was still being used as  
a school house, and from the evidence (see dep.)  
under the circumstances, Mr. Callie is not entitled  
to any off-set for the school-house - your  
commissioner wishes to state that it has been  
with considerable difficulty that he has arrived  
at the foregoing conclusions, There has been several  
depositions taken before your commission, which  
are filed herewith, on which your commission



basis his conclusions and findings  
Your commission would further  
state that there is so much conflict  
of testimony in regard to the facts in the  
case that it would perhaps be more  
satisfactory to the litigants to order an issue  
out of chancery to try the facts in this  
case, However your commission has done  
the best he could with this most difficult  
and laborious matter,

Respectfully Submitted,

M. G. Ely Comm -

Virginia Lee bounty to wit;

I, M. G. Ely, Commissioner, do certify that I  
have been diligently engaged in taking stating  
and making up this account, not less than  
60 hours, and therefore charge \$45.00 -  
Given under my hand this April 2 - 1900 -

M. G. Ely.

For value Rec'd. I assign the foregoing fee for  
taking said account to Robt. T. Huntington  
This April 20, 1900.

M. G. Ely.

75  
60  
45.00

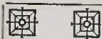


H. G. Wood Off-  
no ~~Report of m. 4~~ <sup>Commissioner</sup>  
was called Dept.

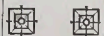
Filed April 16th 1900  
A. B. Munsey Clerk

Commissioner Fee \$45.<sup>00</sup>  
witnesses - 1.50  
Total cost, \$46.50





J. O. Gibson & Co.



\$6000

Jonesville, Va., Dec 21 1896

Wm Collier

Sixty

Dollars

which I credit on <sup>his note to</sup> H. G. Wood note

J. R. Gibson

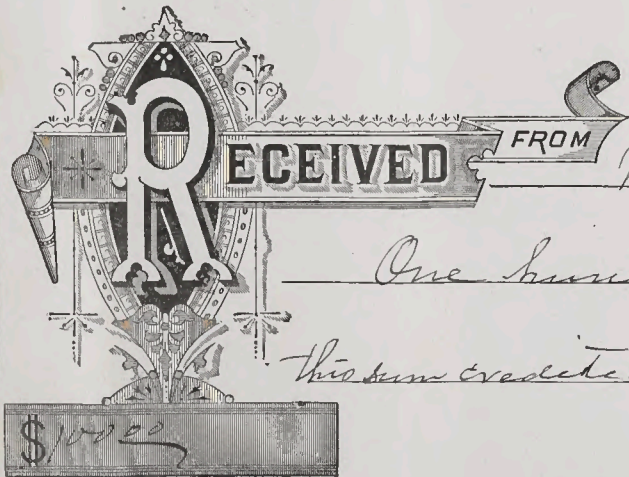
FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.



5-



J. O. Gibson & Co.



Gonesville, Va., Dec 18 1895

William Collier

One hundred

Dollars

this sum credited H. B. Woods Land note

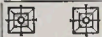
H. B. Woods  
for J. O. Gibson

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

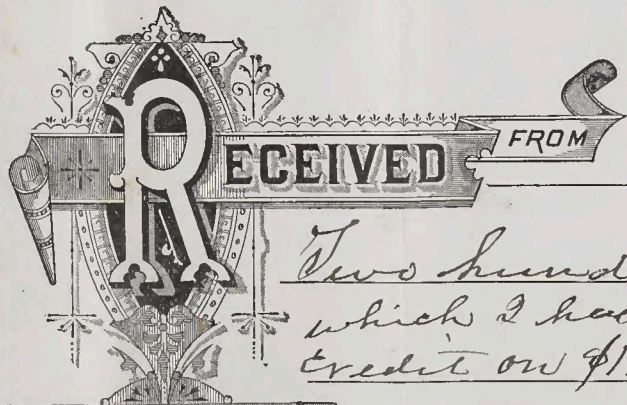
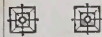


27





J. O. Gibson & Co.



\$205.00

Gonesville, Va., Dec 10 1894

William Collier

Two hundred & five **Dollars**  
which I have this day placed as a  
credit on \$1185.00 note due H. G. Wood.

FROMAN BROS. PRINT, 170 & 172 CHAMBERS ST., N. Y.

H. G. Wood  
for J. O. Gibson & Co.



E

Receipt paid  
Gibson June 1899



Wm Collier Notes & Receipts,



Virginia

At a circuit Court continued and held for Lee County at the Court-house thereof on Friday November 17<sup>th</sup> 1899.

H. G. Wood

Plaintiff

vs  
Wm Leslie

Defendant

} For Chancery

This Cause came on this day to be heard upon the bill of the Compt. and exhibits filed therewith, the answer of the defendant filed by leave of the Court, and general replication thereto, and argument of Counsel; On Consideration of all which the Court doth adjudge, Order and decree that M. G. Ely, who is hereby appointed a Special Commissioner for the purpose will after giving the parties, or their attorneys in interest of the time and place of his sittings due notice, take and state an account of the payments and the date of each made by the defendant on the purchase price of the land in the bill and proceedings mentioned, and whether or not the School house mentioned in the answer was the property of the plaintiff, at the time of said Sale, or belonged to others, and its fair Cash Value to the defendant at date of Sale, and he will report his action to Court with the evidence on which he bases his conclusions & findings. Each of said parties shall have the right on lawful notice to take depositions before any proper functionary



such witnesses as are not in this State, or beyond his reach, and out of the presence of said Commissioner, and to be read before and by him, And this Cause is continued.

A Copy

Teste: A.B. Munsey, Clerk.



-1

To H. G. Wood and W<sup>m</sup> Collier;  
you will take notice that on the 26<sup>th</sup>  
day of December 1899, at the Law office of  
R. L. Pennington in the town of Jourdsville, Lee  
Co. Va, I will proceed to execute the decree  
rendered in the chancery cause of H. G. Wood  
vs. W<sup>m</sup> Collier, by the circuit court of Lee  
County on the 17<sup>th</sup> day of November 1899  
when and where you are required to attend  
with such papers and evidence, as will  
enable me to comply with the said order  
of court, This Dec 19<sup>th</sup>, 1899—

M. G. Ely  
Special Commissioner.



N. G. Wood Deft.

vs. - { Notice to take  
Account.

Wm Collins Deft

He accept service  
of the within notice

for N. G. Wood.

This Dec. 21, 1899

Respectfully  
Attest for N. G.  
Wood.

Exhibit & Dec. 21, 1899  
by delivering a copy of  
the within <sup>or notice</sup> summons, to  
D. C. Samuel, Atty for  
Wm Collins.

W. J. Milham S. K. C.

Continued to Jan. 2<sup>nd</sup>  
1900, by consent, at same  
time and place -  
This Dec. 26<sup>th</sup>, 1899 -  
N. G. Wood



# LAND SALE!

H.G.Wood-----Complainant,

vs.

William Collier,-----Defendant.

IN CHANCERY.

Pursuant to a decree rendered by the Circuit Court of Lee County, Virginia, at the June term, 1900, in the above styled cause, the undersigned will, at public outcry, at the front door of the Court-house of said county, on the first day of the August term, 1900, of the County Court of said county, proceed to sell, to the highest and best bidder, on a credit of One, Two and Three Years.....time, except so much as may be necessary to pay the cost of suit and expense of sale (which are required to be paid in hand), the following described property:.....

The land sold and conveyed ~~by~~ William Collier by H.G.Wood and wife, where said Collier now lives, situated in the Cany Hollow neighborhood, in Lee Co., about 6 miles west of Jonesville, consisting of three tracts, one the Alex. Ewing tract containing about 165 acres the second is known as the Gibson tract, containg about 60 acres, and the third a tract of about 4 acres. Said land will be sold in gross, and the acreage will not be warranted; or enough of said land to pay the Judgement of the plaintiff, the costs of this suit and the commissions of sale.

For a more particular description of the foregoing property reference is here made to the deed made by H.G.Wood and wife to said Collier, which is on record in the clerk's office of the county court for Lee county.

Bonds with good and approved personal security will be required of the purchaser for the deferred payments. This the 4th day of July, 1900.

Robert L. Tunney Commissioner.

The bond required by law has been given, A. B. Munsey Clerk.



Debit Int from Dec. 30, 1893.

1185.00

Int to Dec, 10, 1894

71.10

By Cr - Dec, 10, 1894

1256.10

205.00

Int to June 15, 1895-

1007.10

31.53

By ~~Cr~~ ~~Debit~~ ~~to~~ ~~for~~ School house

1082.63

50.00

Int to Dec, 18, 1895-

1032.63

30.96

By Cr - "

1063.59

100.00

Int to Dec, 21, 1896.

963.59

57.78

By Cr - "

1021.37

40.00

Int to Aug 20, 1900, 3 yrs. 10 mos

961.37

221.03

Int.

1182.40

88.12

Corr -

1270.52

34.40

#

1304.92

A. G. Wood -

88.12

88.12

34.40

34.40

100

122.62

222.52

720

700 = 52.50

60.00

961  
2376  
2883  
1922  
221.03

870  
270  
19.40  
15.00  
3440

150  
300  
45,000  
42

6 1/2  
7  
42.00  
50.00

150) 10000  
10000



To the Hon H. M. N. Skew, Judge of the  
Circuit Court of the County.

In the Chancery Cause of H. G. Woods  
vs. William Collins & Co., your under-  
signed Spec. Comm. in said cause,  
begs leave to report, that in pur-  
suance to the decree rendered in said  
cause on the June term 1900, your  
said Comm. after having advertised  
the time, terms & place of sale as  
directed by said decree, proceeded  
on the 20<sup>th</sup> day of Aug. 1900, at the  
front door of the Court House of this  
County to offer said lands for sale  
at public auction, and after creating  
said sale for some time the same  
was knocked off to the plaintiff in  
said cause, H. G. Woods, at the  
price of \$1304.92, being the amount  
of the plaintiff's claim to that date, \$1182.40  
the costs of said suit - \$88.12

the Commissions of Sale	34.40	1222.52
Equal to the total Bid		\$1304.92

Said Woods paid said costs & commissions  
since the date of said sale & if the  
same is confirmed he is entitled to  
a deed therefor. This Oct 12, 1900.

Respectfully Submitted,  
Robt. H. Huntington  
Special Comm.



H. G. Woods,

20. 3 Report of Sacc

William Wallace.

Filed Oct 23rd 1900

A. B. Munsey Clerk



H. G. Woods

vs.

In Chancery

Willam. Coe

To the Hon. H. A. W. Shaw Judge  
Ch. Ct. of the Coi:—

Pursuant to the order of the Court  
in the above styled cause the under-  
signed was appointed a Special  
Commissioner & directed to execute  
to H. G. Woods a deed with covenants  
of Special warranty for the land pur-  
chased in this cause by him & off'd  
thence Stamps according to law.  
which he has done & has filed  
said deed. He asks that the same  
you be allowed him for the making  
of said deed, \$5.00 & the amt of  
Stamps off'd which is \$1.50.

Respectfully submitted

Robt. A. Remington

Spec. Comm.



H.G. Wood  
vs. Refmt & See &  
Wm Collins.

Filed Nov. 7, 1900

~~Enter this~~  
~~Nov 7~~



This deed made this 22<sup>nd</sup> day of  
October 1885 between Harvey G. Wood  
and Esther A. Wood his wife of the  
one part, and Francis A. Muncy  
John M<sup>c</sup>Clure and John F. Hedden  
School Trustees for White Shoals  
School District and their successors  
of the other part all of Lee County  
Virginia, Witnesseth that the said  
Harvey G. Wood, Esther A. Wood his wife  
for and in consideration of one  
Dollar to them in hand paid by  
Francis A. Muncy John M<sup>c</sup>Clure  
and John F. Hedden School Trustees  
out of District School fund the  
receipt of which is hereby acknowl-  
edged doth grant, bargain, convey  
and sell unto the said Francis  
A. Muncy John M<sup>c</sup>Clure and John  
F. Hedden School Trustees and  
their successors all their right  
title and interest in and to the  
School House lot lying and being  
in Lee County Virginia and on  
Dry Creek and in Cauey Hollow  
and some 5 or 6 miles west of  
Jonesville and will be known  
as Cauey Hollow School House lot



# sent to the said Francis A. Muncy, John McClure and John  
F. Headen School Trustees and their successors, and the said  
Harvey G. Wood Esther A. Wood his wife agree that they will warrant  
generally the right title and interest

and is bounded as follows:  
Beginning at the North side of Dry  
Creek and on the line between  
said Harvey G. Wood and G. S. Gibson  
thence Northward with said G. S.  
Gibson's line  $12\frac{1}{2}$  poles to a stake  
thence Westward  $12\frac{1}{2}$  poles to a stake  
thence Southward  $12\frac{1}{2}$  poles to the  
Creek thence Eastward with said  
Creek  $12\frac{1}{2}$  poles to the beginning,  
with these conditions should the  
School refuse or neglect to occupy  
said House and lot for school  
purposes for a period of five years  
then said lot without the House  
is to go back to Harvey G. Wood, Esther  
his wife their heirs. To have and to  
hold the said title and interest #  
hereby conveyed. Any Christian  
denomination has the right to  
preach and worship in said House  
so as not to interfere with the  
working of the free School.  
Witness the following signatures  
and seals.

H. G. Wood (seal)  
E. A. Wood (seal)



Virginia, Lee County Court:

I, William H. Speak a notary Public for the County aforesaid in the State of Virginia do certify that H. G. Wood whose name is signed to the foregoing deed bearing date September 22<sup>nd</sup> 1885 - has acknowledged the same before me in my County aforesaid. I do further certify that Esther A. Wood wife of H. G. Wood whose names are signed to the foregoing deed bearing date as aforesaid. Personally appeared before me in my County aforesaid, and being examined by me privily and apart from her husband and having the writing aforesaid fully explained to her, she the said Esther A. Wood acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it.

Given under my hand this September 22<sup>nd</sup> 1885.

William H. Speak N.P.  
Virginia, Lee County Court Clerk's  
Office Aug. 7<sup>th</sup> 1886.

The foregoing deed bearing date



October 22<sup>nd</sup> 1885. Between Harry G.  
Wood & wife of the one part, and  
Francis A. Muncy, John Mc Clure and  
John P. Haden School Trustees for  
White Shoals District of the other part  
was admitted to record upon the  
certificate William H. Speak a  
Notary Public for Lee County Va.

Teste: John R. Gibson Clerk

A Copy, Teste: B. M. Morgan Clerk.

F. A. Muncy et als  
Trust.  
From } Deed

H. G. Wood & wife.

C. 57



Know all men by these presents, that H. Wood has this day contracted <sup>and</sup> sold unto William Collier a certain tract or boundary of land situated <sup>and</sup> being in Lee County, Virginia, about 6 miles west of Jonesville in and near Coney Hollow consisting of parts of three adjoining tracts one being a tract known as the Davis tract, owned by Alexander Ewing at the time of his death, which tract has been publicly sold <sup>and</sup> said Wood being the purchaser, said tract contains 165 acres, another adjoining thereto is a tract of land assigned the wife of the said H. G. Wood out of George D. Gibson's land and contains 60 acres, and the other is a small corner off of the George Gibson lot and contains about 4 acres, these tracts all adjoin <sup>and</sup> the boundaries have been pointed out and agreed upon between the parties. In consideration of which the said William Collier has paid in hand to said Wood Five Hundred Dollars, and executes his notes bearing interest as follows: No. 1. for \$600 payable January 1st 1892. No. 2. <sup>for \$600.00</sup> payable January 1st 1893 <sup>and</sup> No. 3. for \$530.00 payable January 1st 1894, bearing interest from this date, aggregating the sum of \$2250 including the cash payment of \$500



1 as the purchase price of said land which  
2 is sold and accepted by the boundary <sup>and</sup>  
3 not by the acre.

4 Possession is given of this land & premises.

5 Now therefore should the said H. G. Wood make or  
6 cause to be made a good & sufficient title  
7 to this land with covenants of general  
8 warranty on or before Sept. 1st 1891. this obliga-  
9 tion to be void, otherwise to remain he binds  
10 himself to pay said Collier a forfeit of  
11 Four Thousand Dollars -

12 Witness the following signatures <sup>and</sup>  
13 seals this 17th day of February 1891.

14 H. G. Wood Seal  
15 William Collier Seal

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

W. G. Wood.  
To J. J. Little Bond (copy)  
Wm Collier



\$175.<sup>00</sup> By 1<sup>st</sup> July 1890 <sup>with interest from date</sup> days after date, I promise to pay

H. G. Hood or order

One hundred and Seventy five **Dollars,**

for value received, waiving my homestead as to this Note.

Witness my hand and seal Feby. 17<sup>th</sup> 1891.

William Lottin





H. G. Wood

For value received I  
assign the within note  
to Wright Stickley this  
march 5<sup>th</sup> 1892

D. B. Wade  
mark

Witness

E. S. Woodard

Wright Stickley



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON

*William Collier*

to appear at the Clerk's office of the Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said Court, on the *third* Monday in *February*, 189 *9*, to answer a bill in chancery, exhibited against *him* in our Court by

*A. G. Wood*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *11th* day of *February*, 189 *9*, and in the 12 *3* year of the Commonwealth.

A copy—Teste:

*A B Munsey* Clerk.  
*A B Munsey* Clerk.



---

---

VS. { SUBPOENA  
IN CHANCERY.

---

.....p.q.

To.....Rules.

CIRCUIT COURT.

---

---



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON

*William Collier*

to appear at the Clerk's office of the Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said Court, on the *third* Monday in *February*, 189*9*, to answer a bill in chancery, exhibited against *him* in our Court by

*H. G. Wood*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *11<sup>th</sup>* day of *February*, 189*9*, and in the 12*3* year of the Commonwealth.

*A. B. Munsey* Clerk.

A copy—Teste: \_\_\_\_\_ Clerk.



H. G. Wood

VS. { SUBPOENA  
IN CHANCERY.

William Collier

P. Bros., p.q.

To 2<sup>d</sup> Feby. Rules, 1899

See CIRCUIT COURT.

Not Executed for  
want of time  
this Feb 20<sup>th</sup> 1899  
W. P. Weston

S. L. C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

*again*  
WE COMMAND YOU THAT YOU SUMMON

*William Collier*

to appear at the Clerk's office of the Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said Court, on the *Third* Monday in *March*, 189*9*, to answer a bill in chancery, exhibited against *him* in our Court by

*H. G. Wood*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *28<sup>th</sup>* day of

*February* 189*9*, and in the 12*3* year of the Commonwealth.

*A. B. Munsey* Clerk.

A copy—Teste: \_\_\_\_\_ Clerk.



H. G. Wood

VS. { SUBPOENA  
IN CHANCERY.

Wm Collier

P. Bros., p.q.

To 2<sup>nd</sup> Mich Rules, 1899

Lee CIRCUIT COURT.

Executed March  
16<sup>th</sup> 1899 By deliv  
ering an attested  
office copy of the  
within summons  
to William Collier  
in Lee County Va  
W. P. Weston  
S. L. C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, to summon Wm. Collier

M. G. Ely ~~commissioner~~  
to appear before the ~~Judge~~ of our Court of the of, at  
the court-house thereof, on the 3rd day of January 1900, to testify and the  
truth to say in behalf of the Defendant

in a certain matter of controversy  
~~before me as commissioner in the Chancery cause~~  
in our said court, before the said Judge depending and undetermined, between

H. G. Wood Plaintiff,

and Wm. Collier

Defendant:

And have then there this writ. Witness, Clerk of

our said Court, at the court-house, the 7 day of January 1900, 189, and in the

1 year of the Commonwealth.

M. G. Ely ~~special commissioner~~



H. G. Wood

SUBPOENA  
FOR  
WITNESS.

Wm Collins

Circuit

Court,

the 3 day of Jan

1891



Pffs Costs Recovered

Clerk 9.94 x Paid  
 Shff 50  
 atty 15.00  
 Comm 45.00  
 Wits 150  
 N.P. 543  
 m- Co. Clerk 50  
 Estimated 800  
85.87

R.C. Clerk 1.25

Mickm Shr. 1.00  
88.12

Comm 3440  
12252

H.E. Wood Bought

vs.  $\frac{1}{2}$  In Chancery

Wm Collins, Deft

ABCEDEFG

November Term 1900  
 Deere final Order  
 Book No 6 Pages 4298  
 430,